



AGREEMENT TO PURCHASE ASSETS

THIS AGREEMENT is made and entered into this 28TH day of February, 1995 by and between JOHN F. BUSHELMAN CONSTRUCTION, INC., an Ohio corporation, and JOHN F. BUSHELMAN, Individually, hereinafter collectively called "Seller" and Kossen, Inc., hereinafter called "Purchaser".

ARTICLE I. DEFINITIONS

The following terms shall have these respective meanings:

- A. SELLER shall mean JOHN F. BUSHELMAN CONSTRUCTION, INC., an Ohio corporation and JOHN F. BUSHELMAN, Individually.
- B. PURCHASER shall mean Kossen, Inc..
- C. AGREEMENT shall mean this Agreement to Purchase Assets including all schedules and exhibits attached.
- D. EFFECTIVE DATE shall mean January 1, 1995
- E. COUNSEL OF PURCHASER shall mean C. GREGORY SCHMIDT, Santen & Hughes, 312 Walnut, Suite 3100, Cincinnati, Ohio 45202.
- E. COUNSEL OF SELLER shall mean G. ROBERT HINES, 2525 Kroger Building, 1014 Vine Street, Cincinnati, Ohio 45202.
- F. THE COMPANY shall mean the business now known as JOHN F. BUSHELMAN CONSTRUCTION, INC., 11980 Runyan Drive, Sharonville, Hamilton County, Ohio 45241, the business of which is the providing of excavation services and excavation equipment rentals (the "Business").
- G. INVENTORY shall mean all of the inventory of merchandise, parts and supplies, if any, of the Company, no matter where situated.
- H. EQUIPMENT shall mean all of the office equipment, office supplies, furniture, fixtures, machinery, motor vehicles, trucks and equipment of the Company, wherever situated, the major items of which are set forth in a list attached as Exhibit A and incorporated herein by reference.
- I. CONVEYED PROPERTY shall mean the Inventory, the Equipment, the Interim Period Accounts Receivable, and all of the assets of or used in connection with the Business of every kind, nature and description, whether real, personal, or mixed, tangible or intangible, existing on the Closing Date, including, but not limited to, the customer lists, trade secrets, trademarks, service marks, trade names and other intellectual property of or used in connection with the Business, including, without

limitation, the name "Busheleman Construction Co." and the goodwill associated therewith, and any registrations or applications for registration thereof; all books of account, files, and other records or data relating to the Business; all rights of the Company under all contracts, licenses, leases, commitments and rental and/or purchase orders; and all other assets, know-how, technology and rights of every kind and nature, tangible or intangible, of or used in connection with the Business as a going concern. Conveyed Property does not include cash of Company or Accounts Receivable.

- J. ACCOUNTS RECEIVABLE shall mean the customer trade accounts receivable owed to the Company for services rendered prior to the Effective Date and listed on the Balance Sheet but not yet paid to the Company as of the Closing Date.
- K. INTERIM PERIOD ACCOUNTS RECEIVABLE shall mean the customer trade accounts receivable owed to the Company for services rendered after the Effective Date.
- L. ACCOUNTS PAYABLE shall mean the supplier and vendor trade accounts payable which are owed by the Company for services, merchandise and inventory incurred by the Company prior to the effective date which have not yet been paid by the Company prior to Closing.
- M. HAZARDOUS SUBSTANCE shall mean any substance, material, waste, gas or particular matter which is regulated by any local governmental authority, the state of Ohio or the United States government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of federal or Ohio law; (ii) petroleum except where used or present in strict compliance with the environmental laws, defined below; (iii) asbestos or asbestos containing materials; (iv) polychlorinated biphenyls; (v) radioactive material (vi) designated as a "hazardous substance" pursuant to federal law including Section 311 of the Clean Water Act, 33 U.S.C. § 1251, et. seq (33 U.S.C. § 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq (42 U.S.C. § 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq (42 U.S.C. § 9601)..
- N. BALANCE SHEET shall mean copies of the prepared financial statements of the Company including, but not limited to, the Balance Sheet, statement of retained earnings, statement of cash flows and the Accountant's Report as of December 31, 1994 furnished by Seller to Purchaser.
- O. INTERIM PERIOD shall mean the period from January 1, 1995 to the date of

closing.

- P. COVENANT NOT TO COMPETE shall mean the Non-Compete Agreement in the form of the Agreement attached hereto as Exhibit B.

ARTICLE II. PURCHASE OF ASSETS

- A. Purchase of Conveyed Property. Purchaser agrees to purchase from Seller, and Seller agrees to sell, grant, bargain, convey, assign, transfer and deliver over to Purchaser, the Conveyed Property, upon the covenants and conditions herein.
- B. No Liabilities. Purchaser shall not assume any liabilities, debts, commitments, obligations, or Accounts Payable of Seller. Seller shall be responsible for and shall pay in a timely manner, all accounts payable of Seller. Seller shall provide Purchaser with a list of Accounts Payable at closing.
- C. Discontinuance of Corporate Name. Seller shall discontinue use of the corporate name "John F. Bushelman Construction, Inc." and shall legally change its corporate name as of the Closing Date.
- D. Interim Period Operation. Purchaser shall operate the Company for the period of the Effective Date to the Closing Date for the account of Seller. Purchaser shall be entitled to or responsible for the Interim Period profit or loss of the Company.
- E. Work in Process. Work in Process shall mean any contract or job in which the Company began performance prior to December 31, 1994 and continued performance after the Effective Date. Purchaser shall be entitled to receive an offset against the purchase price for the value of the time and materials involved in completing such work in process during the Interim Period. Purchaser shall charge for the time and materials involved in completing such Work in Process based upon the published standard rental and labor rates of the Company rental sheet.

ARTICLE III. PURCHASE PRICE AND ALLOCATION

The Purchase Price for the Conveyed Property shall be the total sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), which is payable as follows:

- A. Office furniture, furnishings, machinery, equipment, trade fixtures, and other tangible personal property in the amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00); PLUS
- B. Trade name, customer lists, telephone number, goodwill and all other intangible assets (except cash and accounts receivables) in the amount of FIFTY

THOUSAND AND 00/100 DOLLARS (\$50,000.00); PLUS

ARTICLE IV. PAYMENT OF PURCHASE PRICE

A. Purchase Price. The Purchase Price shall be paid to Seller as follows:

- (1) The sum of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) by cashiers' or certified check at closing.
- (2) Purchaser shall execute a promissory note in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) in form of Exhibit C which is attached hereto.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SELLER

The following representations and warranties are made by Seller for the purpose of inducing Purchaser to consummate this Agreement. These representations and warranties shall survive the Closing.

- A. Powers of Seller. Seller is an Ohio corporation, authorized to conduct the business of the Company and is further empowered to sell the Conveyed Property in accordance with this Agreement.
- B. Necessary Action Taken. Seller has taken all necessary action required by law to consummate this Agreement.
- C. Good Title. Seller has good and marketable title to the Conveyed Property, free and clear of all liens, claims and encumbrances. Upon consummation of the sale provided for herein, Purchaser will receive good and marketable title to the Conveyed Property free and clear of all liens, claims and encumbrances.
- D. No Conflicts. The execution, delivery and performance of this Agreement by Seller will not:
1. conflict with or result in a breach of any agreement, contract or commitment to which Seller is a part or by which Seller is bound; or
 2. require the consent, approval or review of any other person or governmental authority.
- E. No Misstatements. Seller has made no misstatements of material fact to Purchaser in the representations, warranties or any written statement, certificate or schedule furnished or to be furnished to Purchaser by Seller pursuant hereto, or in connection with the transactions contemplated hereby and Exhibits herein.

- F. Condition of Conveyed Property. Purchaser shall accept the Conveyed Property and the Equipment, whether owned or leased, in "as is" condition. The list of all the major items of equipment as set forth in Exhibit A is true, accurate and correct.
- G. Financial Statements. Seller has furnished to Purchaser copies of the Balance Sheet. December 31, 1994 is herein referred to as "the Latest Balance Sheet Date".

The Balance Sheet was prepared in accordance with generally accepted accounting principals consistently applied and fairly present the financial condition of the Company as of the dates thereof and the results of its operations for the periods covered thereby; and said Balance Sheet fairly sets forth all assets and liabilities (contingent or otherwise) then existing of whatever nature which, under generally accepted accounting principals and practices consistently applied, should be set forth on said Balance Sheets as of said dates; and, under like accounting principals and practices, said earning statements correctly state the items of income and expense and net earnings for the respective periods."

- H. Tax Matters. The provisions made for taxes on the Balance Sheet of the Company, as of the Latest Balance Sheet Date, were substantially sufficient for the payment of all unpaid federal, state and local taxes of the Company, whether or not disputed, and any applicable interest, penalties and other charges, for the fiscal periods ended on the Latest Balance Sheet Date thereof, and for all fiscal years ended prior thereto. The Company has both filed all federal, state and local tax returns required to be filed by it and has paid or adequately provided for the payment in full of all taxes required to be paid in respect of the periods covered by such returns, including, without limitations, excise, unemployment, social security, workers' compensation, unemployment social security withholding sales and use tax, occupation, franchise, property, sales and use taxes, and all penalties or interest in respect thereto due and payable by it, and the Company is not now delinquent in the payment of any such tax assessment or other governmental charge of any type. The Company has not signed any extensions with any taxing authority concerning any tax liability.

No tax delinquency or assessment of any kind or character are outstanding against the Company, nor has any taxing authority proposed any such assessment.

The Seller shall be responsible to prepare and file all necessary federal, state, or local tax returns, including but not limited to, excise, unemployment, social security, workers' compensation, unemployment, withholding, sales and use tax, occupation, franchise, property sales and use taxes, for all periods through the Closing Date. Seller agrees to indemnify and hold the Purchaser harmless from all liability for any returns for periods which Seller is to file the returns and payment of any tax liabilities of the Company.

- I. Material Contracts and Insurance. Concurrently with the execution hereof, Seller has delivered to Purchaser a Schedule (designated "Schedule V.I") listing all material leases, contracts, employment agreements, financing agreements, insurance policies and other material commitments of the Company. Except as set forth, in Schedule V.I, the Company is not a party to or bound by any purchase commitment (other than purchase commitments for materials and supplies in the ordinary course of business), contract, agreement or understanding which (a) involves the payment of more than Ten Thousand (\$10,000.00) Dollars or (b) is a duration in excess of six (6) months from the date of execution thereof, or (c) to which any Seller or any associate or affiliate of Seller is a party in any capacity. Except as described in Schedule, the Company is not in default under or in arrears in the performance or satisfaction of any such material lease, commitment, contract, agreement or understanding or any condition thereof and has not received any notice (not subsequently withdrawn) claiming the existence of any such default. The Company maintains and will until Closing continue to maintain in full force and effect the fire, casualty, extended coverage, products liability, comprehensive, boiler, workmen's compensation and all other insurance coverages, listed in said schedule, presently in force, which are adequate. Seller will at their expense maintain in force and effect, for four (4) years subsequent to the Closing Date, "tail" insurance covering liability claims that may be asserted against the Company or the Purchaser for pre-closing occurrences, and any liability that may be asserted against the Purchaser for post-closing occurrences involving product shipped or work performed by the Company prior to the Closing Date. Said tail coverage (insurance) shall include protection for Company and Purchaser against environmental and asbestos related damage/liability. Seller shall indemnify and hold harmless Purchaser from and against all pre-Closing occurrences and post-Closing occurrences involving products shipped or work performed prior to the Closing Date.
- J. Litigation and Compliance with Laws. The Company is not a party to, or, to its knowledge, threatened with, any action, litigation, investigation, arbitration or proceeding, and the Company is not subject to any governmental order or decree adversely affecting its business or any of the Conveyed Property or which would prevent the consummation of the transactions contemplated by this Agreement. The Company has not received any notice from any governmental agency (not subsequently withdrawn) claiming that it is in violation of any statute, ordinance or governmental rule or regulation. The Seller is further not aware of any basis or grounds for any such suit, action, claim, investigation, arbitration, or proceeding. There is no outstanding judgment, order, writ, injunction or decree of any court, administrative agency, governmental body or arbitration tribunal against or affecting the Company or any of the Conveyed Property of the Company. The Seller specifically agrees following Closing to indemnify Purchaser against any judgments, orders, writs, injunctions or decrees of any court, administrative agency, governmental body or arbitration tribunal arising out of matters prior to the

Closing Date. Purchaser agrees to allow Seller to defend said actions, and to cooperate in the defense. Seller shall pay any judgments rendered. Seller's indemnification shall include all matters wherein the occurrences giving rise to the cause of action or claim shall have taken place prior to the Closing Date and all product liability claims for product shipped or work performed prior to the Closing Date even if the occurrence giving rise to the claim took place after the Closing Date."

- K. Intellectual Property. Schedule V.K attached hereto sets forth a list of all letters patent, patent applications, inventions upon which patent applications have not yet been filed, service marks, trade names, trademarks, trademark registrations and applications, copyrights, and copyright registrations and applications presently owned, possessed, licensed or used by the Company and, unless otherwise indicated in such Schedule, the Company will own the entire right, title and interest in and to the same on the Closing Date, free and clear of all claims, liens, licenses, sublicenses, charges or encumbrances.
- L. Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority, or any other person or entity, is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby."
- M. Environmental Matters. Schedule V.M attached hereto contains true, accurate and complete descriptions of (i) all environmental discharge, waste transportation, storage and disposal licenses, permits, regulatory plans and compliance schedules, together with the durations and renewal date thereof, which are or were required for the Company under any federal, state or local law, rule or regulation (including, without limitation, a statement of whether each was timely filed or obtained); and (ii) all litigation, investigations, inquiries, and other proceedings, rulings, orders or citations (including any notification of potential responsibility under any federal or provincial law) pending, threatened or known to be contemplated by government officials or any private parties with respect to the Company as the result of any actual or alleged failure of the Company, or corporate predecessors or affiliates thereto, to comply with any requirement of federal, state or local law or regulations relating to air quality, water quality, solid waste management, hazardous or toxic substances, or the protection of health or the environment. Schedule V.M also contains a complete list of all waste dumps and disposal, treatment and storage sites used by the Company, and the names of the entities which have been engaged in the handling, transportation and disposal of waste materials for the Company. The Company has received all permits and approvals with respect to omissions, past or present, liquids and gases) and the proper disposal of such materials (including solid waste material) required for the operation of its businesses at past or present operating levels and

at past or present operating locations. The Company has kept all records and made all filings required by applicable federal, state, and local laws and regulations with respect to emissions into the environment (including solids, liquids and gases) and the proper disposal of such materials (including solid waste materials). The Company has not disposed of (or permitted the disposal of) any waste or hazardous substances on any real property owned or leased by the Company. Except as disclosed on Schedule V.M attached hereto, and to the best of Seller's knowledge, none of the real property, fixtures, or personal property owned or leased by the Company is contaminated with any wastes or hazardous substances. In the event that any claims shall be made against the Purchaser for environmental damage occurring prior to the Effective Date, Seller agrees to indemnify Purchaser for and against any such claims, including any judgments which may be rendered against the Purchaser, as well as all costs and attorney fees associated therewith.

- N. Permits and Licenses. The Company has all permits, licenses, orders, and approvals necessary for the Company to carry on its respective businesses as presently conducted and such permits, licenses, orders and approvals are in full force and effect and have been complied with. All fees and charges incident, thereto have been fully paid and are current, and no suspension or cancellation of any such permit, license, order or approval has been threatened."
- O. Inventory. The Inventory as of the Effective Date will consist of items of a quality currently usable and saleable in the ordinary course of the business of the Company.
- P. Indemnity Against Creditor's Claims. Seller has requested Purchaser to waive the requirements of the bulk provisions of the Uniform Commercial Code, and Purchaser has acceded to this request. Seller agrees to indemnify and hold Purchaser harmless from and against any and all liability, damage, loss, charge, cost or expense, including, without limitation, reasonable attorney fees and expenses and costs of litigation, which Purchaser may sustain by reason of any claims by Seller's creditors made against Purchaser.
- Q. Salaries and Pensions. Concurrently with the execution hereof, Seller has delivered to Purchaser a Schedule (Schedule V.Q) listing the names, dates of hire and current salary, and other compensation rates of all present directors, officers, employees and representatives of the Company who receive compensation from the Company, together with a general listing of all other employment benefits being accrued for any such persons for the current fiscal year. Schedule V.Q also sets forth the names of all employees who are now on disability, maternity or other authorized leave, or who are receiving workers' compensation or short or long term disability benefits. The Company is not party to any collective bargaining or other agreement with a labor union or any other person or group purporting to represent

or bargain collectively for the employees of the Company, nor is the Company subject to any strike, slow-down, work stoppage or other labor dispute. To the best of the Company's knowledge, there are no discussions or activities of any kind with, among, or concerning the employees of the Company relating to the formation of a labor union or other organization or group to bargain collectively regarding wages or working conditions. The Company is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and the Company has not engaged in any unfair labor practices or other violations of any federal, provincial or local law, regulation or ordinance affecting employment or work conditions.

All employee benefit plans of the Company have been operating in compliance with applicable provisions of law and regulations promulgated thereunder. The Company is not liable to any past or present employee under any defined benefit plans of any type except as may be disclosed herein. This includes salaried and nonsalaried, union and nonunion. Any Defined Benefit or Defined Contribution plan of the Company previously in effect which has been terminated has been validly terminated, and Seller shall indemnify Purchaser from any liability arising from such termination.

- R. No Change in Business Relationships of Company. Seller has no knowledge, or reason to know, of any termination, cancellation, limitation, modification or adverse change in the business relationships of the Company with any of its customers or suppliers.
- S. No Brokers. Seller has not dealt with any person, firm or corporation entitled to any fee or compensation for arranging this Agreement.

ARTICLE VI. REPRESENTATION AND WARRANTIES OF PURCHASER

The following warranties and representations are made by Purchaser for the purpose of inducing Seller to consummate this Agreement. These warranties and representations shall survive the Closing.

- A. No Conflicts. The execution, delivery and performance of this Agreement by Purchaser will not:
 - 1. conflict with or result in a breach of any agreement, contract or commitment to which Purchaser is a party or by which the Purchaser is bound; or
 - 2. require the consent or approval of any other person or governmental authority.
- B. No Misstatements. Purchaser has made no misstatements of material fact to

Seller in the representations, warranties and Exhibits herein.

- C. No Brokers. Purchaser has not dealt with any person, firm or corporation entitled to any fee or compensation for arranging this Agreement.

ARTICLE VII. CONDITIONS PRECEDENT

- A. Conditions Precedent for Seller. The obligations of Seller under this Agreement are subject to each of the following conditions precedent:

1. that the representations and warranties of Purchaser contained in this Agreement shall be true in all material respects as of the Closing and which representations and warranties shall survive the closing;
2. that Purchaser shall have performed and complied with all covenants and conditions required by this Agreement before the Closing;
3. that all actions, proceedings, instruments and documents delivered by Purchaser to carry out this Agreement or incidental thereto shall have been approved by Counsel of Seller;

- B. Conditions Precedent for Purchaser. The obligations of Purchaser under this Agreement are subject to each of the following conditions precedent:

1. that the representations and warranties of Seller contained in this Agreement shall be true in all material respects as of the Closing and which representations and warranties shall survive the closing;
2. that Seller shall have performed and complied with all covenants and conditions required by this Agreement before the Closing;
3. that Seller shall have maintained the Equipment in the same condition as it is on the date hereof, and nothing shall have occurred prior to Closing to decrease the value of the Conveyed Property, ordinary wear and tear excepted;
4. that Seller shall have operated and maintained the business of the Company in the ordinary and regular course from the date hereof until Closing;
5. that all actions, proceedings, instruments and documents delivered by Seller to carry out this Agreement or incidental thereto shall have been approved by Counsel of Purchaser;
6. Purchaser shall be satisfied, in its sole judgment and discretion, with its findings concerning any due diligence, including, but not limited to, the environmental

condition of the Company's place of business undertaken regarding the transaction contemplated herein and other related transactions and shall not have elected to terminate this Agreement;

7. that Seller shall furnish Purchaser with such consents as may be required;

8. that the Company has not suffered (and will not suffer) prior to the Closing Date any material adverse change in the financial condition, assets, liabilities, properties, business or results of operations of the Company, including, but not limited to, any cancellation or threatened cancellation of any material contract, any damage or destruction of property by fire or other casualty, whether or not covered by insurance, or taking of any property by condemnation or eminent domain, or any significant labor trouble.

ARTICLE VIII. CONTINGENCIES

- A. Financing. This Agreement to Purchase Assets is specifically contingent upon Purchaser securing a commercial purchase-money loan in the amount of \$250,000.00 from an established lending institution; and
- B. Lease. This Agreement to Purchase Assets is specifically conditioned upon the execution of a lease of the present location of the Company's business at 11980 Runyan Drive, Sharonville, Hamilton County, Ohio, from John F. Bushelman and Julie H. Bushelman at a monthly rental of \$3,000.00 and for a full one (1) year term, with four (4) additional optional renewal terms and containing a right of first refusal to purchase said property anytime during said term or any one of the optional renewal terms, if exercised.
- C. Environmental Audit. This Agreement is contingent upon the following: Seller shall at its sole expense, cause to be conducted and prepared an environmental audit (by an independent, recognized third party professional in such field) of the real property known as 11980 Runyan Drive, Sharonville, Hamilton County, Ohio 45241. Seller shall provide Purchaser with any and all reports generated as a result of such environmental audit. Purchaser shall not be required to go forward hereunder until such time as Purchaser shall be satisfied, in its sole discretion, with the environmental condition of the real property and Conveyed Property.

ARTICLE IX. CLOSING

- A. Date and Place of Closing. The Closing shall be held within thirty (30) days, plus extensions, from the date of this Agreement, at Purchaser's Lender's offices, or at such time and place as this parties may mutually agree (the "Closing Date").
- B. Documents for Purchaser. At Closing, Seller shall deliver to Purchaser:

1. such bills of sale, assignments and other instruments as may be necessary to transfer to Purchaser the Conveyed Property, duly executed by Seller as of the day of Closing, including, but not limited to, a Bill of Sale in the form of that attached as Exhibit E;
 2. Covenant not to Compete from Shareholder in a form acceptable to Purchaser for the term and on the conditions set forth in the attached Exhibit B.
 3. Lease for the premises known as 11980 Runyan Drive, Sharonville, Hamilton County, Ohio, in a form acceptable to Purchaser for the terms and conditions contained in the attached Exhibit D.
 4. Possession of the Conveyed Property where located.
 5. Seller shall deliver the documents which assign, transfer, and convey to Purchaser all trade names of the Company", including, but not limited to "Busheiman Construction.
 6. The documents evidencing Seller has changed its corporate name.
- C. Documents for Seller. At Closing, Purchaser shall deliver to Seller:
1. a cashier's check or certified check in the amount of TWO HUNDRED THOUSAND DOLLARS AND 00/100 DOLLARS (\$200,000.00);
 2. a Promissory Note (in the form of Exhibit C) in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), providing for interest at a rate of eight percent (8.00%), with sixty (60) equal monthly installments, interest being payable in arrears; and
 3. a Security Agreement in the form of that attached as Exhibit F.

ARTICLE X. POST-CLOSING OBLIGATIONS

- A. Costs of Seller. Seller shall pay the costs and expenses Seller incurs in this transaction and shall hold Purchaser harmless therefrom.
- B. Seller to Forward Customer Inquiries. Seller shall promptly forward to Purchaser any and all inquiries and invitations to bid it may receive subsequent to Closing.
- C. Purchaser to Collect Accounts Receivable for Seller. For a period of three years following Closing Date, Purchaser shall assist Seller in the collection of the Accounts Receivable by remitting to Shareholder all monies received by Purchaser for such Accounts Receivable. Purchaser shall remit such money to Shareholder

on a monthly basis. Purchaser shall have no obligation to actively pursue collections upon such Accounts Receivable.

- D. Indemnification of Purchaser. Seller shall indemnify Purchaser from any and all losses, damages and expenses, including reasonable attorney's fees, which Purchaser may suffer or incur because of Seller's actions or inaction before closing on account of:

1. the failure of Seller to perform any covenant or agreement made hereunder;
2. the breach of any warranty or representation made by Seller hereunder;
3. the claims of the claimant or creditors of Seller; and
4. the operations of Seller.

As a condition of indemnification, Purchaser shall give Seller immediate notice of any such claim. Purchaser may jointly defend such claim at its expense through counsel of its own choosing and may jointly prosecute any related claim by Purchaser against such claimant. The attorney of Seller shall act as lead counsel even if Purchaser chooses to participate in said defense. If Seller chooses to defend claim and Purchaser chooses not to participate actively in such defense, Purchaser will nonetheless fully cooperate with and assist Seller in defending the claim by, among other things, assisting in the procurement of documentary evidence and witnessed and enforcing rights against third parties. Purchaser shall promptly notify Seller of the details of any firm settlement offer it receives. If Seller has undertaken the defense, only Seller may settle the claim.

- E. Costs of Purchaser. Purchaser shall pay the costs and expenses Purchaser incurs in this transaction and shall hold Seller harmless therefrom.

- F. Indemnification of Seller. Purchaser shall indemnify Seller from any and all losses, damages and expenses, including reasonable attorney's fees, which Seller may suffer or incur because of Purchaser's actions after closing on account of:

1. the failure of Purchaser to perform any material covenant or agreement made hereunder;
2. the breach Of any warranty or representation made by Purchaser hereunder;
3. the claims of the claimants or creditors of Purchaser; and
4. the operations of Purchaser.

As condition of indemnification, Seller shall give Purchaser immediate notice of any such claim. Seller may jointly defend such claim at its expense through counsel of its own choosing and may jointly prosecute any related claim by Seller against such claimant. The attorney of Purchaser shall act as lead counsel even if Seller chooses to participate in said defense. If Purchaser chooses to defend claim and Seller chooses not to participate actively in such defense, Seller will nonetheless fully cooperate with and assist Purchaser in defending the claim by, among other things, assisting in the procurement of documentary evidence and witnesses and enforcing rights against third parties. Seller shall promptly notify Purchaser of the details of any firm settlement offer it receives. If Purchaser has undertaken the defense, only Purchaser may settle the claim.

- G. Taxes. Seller and Purchaser agree to use the Purchase Price allocations provided herein for all tax purposes. Seller and Purchaser are responsible for their respective federal and state income taxes which may be imposed upon them as the result of this transaction and shall hold the other harmless therefrom.
- H. NO AGREEMENT TO EMPLOY OTHERS. Although Purchaser has agreed to make an attempt to employ each one of Seller's present employees from and after the date of Closing, those negotiations to employ any of Seller's employees shall be voluntary on the part of Purchaser, there being no covenant to employ any such employees as part of this Agreement. Seller shall pay all wages, employment benefits and employer taxes as a result of its employment of any of its employees up to the time of Closing and shall hold Purchaser harmless from any liability therefore. If Purchaser employs any or all of Seller's employees, Purchaser shall be responsible for their wages, employee benefits and all federal and state taxes and employer contributions as a result of their employment after the date of closing.
- I. OTHER AGREEMENTS BETWEEN SELLER AND PURCHASER. On or before closing, Seller and Purchaser shall execute a mutually agreeable Lease for the premises on which the business is operated. If the parties hereto are not able to mutually agree on the terms of this additional agreement, this entire contract shall become null and void. The parties hereto agree that the performance under the terms of this Agreement, and performance of under the terms of the Lease are related to one another, and each agreement is dependent on compliance and full performance of the other agreement.

ARTICLE XI. MISCELLANEOUS

- A. Modifications in Writing. This Agreement may be modified or amended at any time prior to Closing only by mutual agreement of the parties in writing.
- B. Benefit Inures to Successors. This Agreement shall inure to the benefit of and be

binding upon the parties hereto and their respective legal representatives, successors, assigns, affiliates and agents.

- C. Notices. Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be mailed by registered or certified mail, postage prepaid, or delivered by hand to the parties at the addresses set forth below, or such other addresses as any party may designate to the other by notice hereunder.

1. If to Purchaser:

Kossen, Inc.
9011 Debbie Drive, West Chester, Ohio 45069

2. If to Seller:

c/o John F. Bushelman
1525 S.W. 53rd Lane, Cape Coral, Florida 33914


- D. Article and Paragraph Headings. The headings of the Articles and Paragraphs herein are used for convenience only and shall not affect meaning or interpretation of the contents herein.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings of the parties.
- F. Severability. If any term or provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that the term or provision may be modified by any such court so as to render it enforceable.
- G. Same Instrument. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- H. Ohio Law Governs. This Agreement is entered into under and shall be construed in accordance with the laws of the State of Ohio.
- I. Universal Nouns and Pronouns. Wherever necessary and where the context admits, the singular term and the related pronoun include the plural and the masculine shall include the feminine and neuter and vice versa.
- J. Breach. The waiver by Purchaser of a breach of any provision of this Agreement

shall not operate or be construed as a waiver of any subsequent breach by Seller. The waiver by Seller of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Purchaser.


- K. Survival. The representations and warranties contained herein shall survive the Closing Date.
- L. Offset. Purchaser shall have as one of its remedies, in the event of a claim for indemnification or any breach by Seller of this agreement or any of the representations or warranties set forth herein or set forth in any of the schedules attached hereto, or for indemnification agreed to, the right to receive an offset against amounts payable by Purchaser to Seller.
- M. Transfer Taxes. Purchaser shall pay all transfer taxes on motor vehicles transferred to Purchaser pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

SELLER:

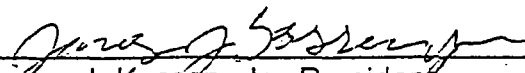

John F. Bushelman, Individually

JOHN F. BUSHELMAN CONSTRUCTION, INC.

By: 
John F. Bushelman, President

PURCHASER:

Kossen, Inc.

By: 
James J. Kossen, Jr., President

By: 
Andrew F. Kossen, Secretary

LIST OF EXHIBITS, SCHEDULES AND DELIVERIES

- (1) Exhibit A – Schedule of Equipment
- (2) Exhibit B – Covenant Not To Compete
- (3) Exhibit C – Promissory Note
- (4) Exhibit D – Lease Agreement
- (5) Exhibit E – Bill Of Sale
- (6) Exhibit F – Security Agreement
- (7) Schedule V(I) – Material Contracts and Insurance
- (8) Schedule V(K) – Intellectual Property
- (9) Schedule V(M) – Environmental Matters
- (10) Schedule V(Q) – Salaries and Pensions
- (11) List of Accounts Payable [Article II(B)]
- (12) 12/31/94 Financial Statements ("BALANCE SHEET")

EXHIBIT A

SCHEDULE OF EQUIPMENT

JOHN F. BUSHELMAN CONSTRUCTION EQUIPMENT
LOCATED AT: 11980 RUNYAN DRIVE
SHARONVILLE, OHIO 45241

SEE ATTACHED

JOHN F. BUSHELMAN CONST. INC.
12/31/94
EQUIPMENT LIST

PAGE 1

UNIT	DESCRIPTION	SERIAL NUMBER
1)	TELECRUISER BANTAM CRANE	640
2)	BANTAM - SHIELD CRANE	10572
3)	BUCYRUS ERIE 22 B	120193
4)	CASE 580 B BACKHOE	8705232 (SOLD)
5)	CASE 580 C BACKHOE	8960841 (SOLD)
6)	CASE 580 E BACKHOE	17035823
7)	CASE 580 K BACKHOE	17418170
8)	CASE 580 K BACKHOE	17419559
9)	HEIN WERNER C-12	1223854008B2677
10)	HEIN WERNER C-16	3107-0241B
11)	HEIN WERNER C-16	3118-3325B
12)	HEIN WERNER C-32 (PARTS)	2293-3208B
13)	440 MUSTANG	5285
14)	440 MUSTANG	2836
15)	940 MUSTANG W/BUCKET	2438030
16)	D-4 DOZER	83J1981
17)	D-5 DOZER (IN PARTS/SHOP)	96J544
18)	D-6 DOZER	44A8154
19)	D-6 DOZER	69U293
20)	941 LOADER	80H3599
21)	955 LOADER	85J3823
22)	977K LOADER	46H985

PAGE 2/
HEAVY EQUIPMENT LIST

24)	W-18 RUBBER-TIRED LOADER	9112984
25)	WABCO SCRAPER	GP64312-DPA 2U
26)	1974 WAYNE BRUSH CHIPPER	16T318
27)	ARROW BUSTER	4083
28)	HYSTER FORKLIFT	BID6217L
29)	M-B CO. ROAD SWEEPER	10366
30)	WABCO - WESTINGHOUSE AIR COMPRESSOR	273210
31)	SULLAIR AIR COMPRESSOR	410-1199
32)	LEROI AIR COMPRESSOR	274378

JOHN F. BUSHELMAN CONST. INC.
HEAVY TRUCKS
12/31/94

	MAKE	SERIAL NUMBER	LIC.#	EXP.
1)	1969 FORD FUEL TRUCK	N75FUF56091	NO TAGS	
2)	1975 DODGE TANDEM	R81HI5T002421	NO TAGS	
3)	1974 MACK TRACTOR	U685ST10261	P53QAT (5/95)	
4)	1972 MACK TRACTOR	R4044	PQ630W (5/95)	
5)	1977 FORD S.A	R80DVG67257	PQ447X (5/95)	
6)	1977 FORD TRACTOR	Y91UVZ13337	PQ629W (5/95)	
7)	1971 MACK TANDEM	R611ST7295	PQ628W (5/95)	
8)	1972 FORD TANDEM	Y814VP38486	NO TAGS	
9)	1976 FORD TANDEM	S81FVC12258	PQ209X (5/95)	
10)	1978 GMC SINGLE AXLE	TCL338V591486	PQ620W (5/95)	

JOHN F. BUSHELMAN CONST. INC.
TRAILERS
12/31/94

	MAKE	SERIAL NUMBER	LIC. #
1)	1975 TRAILMOBILE	M64160	NO TAGS
2)	1959 TRAILMOBILE	136456	NO TAGS
3)	1962 DAYBROOK DUMP TRL.	150182	T454WH (5/95)
4)	1973 HYSTER DRAG	17239	T395DV (5/95)
5)	1970 HOMEMADE TRAILER	NONE	T392DV (5/95)
6)	1970 HOMEMADE TRAILER	NONE	T393DV (5/95)
7)	1992 WITZCO TRAILER	1W9A11E25NS061120	T780DV (5/95)
8)	1968 FRUEHAUF DUMP TRL.	FWH937602	T518WH (5/95)
9)	1968 FRUEHAUF DUMP TRL.	DA5226NDF221112	NO TAGS

JOHN F. BUSHELMAN CONST., INC.
CARS & LIGHT TRUCKS
12/31/94

	MAKE	SERIAL #	LIC.#	EXP.
1)	1983 DELTA 88 OLDS	1G3AL69N4DM944704	LJM265	10/95
2)	1981 FORD PICKUP (WHITE)	1FTEF25E5BLA68770	PQ624W	5/95
3)	1983 FORD PICKUP (RED/WH)	2FTHF25L7DCA67760	PQ621W	5/95
4)	1984 FORD PICKUP (DON)	1FDHF27G4EKA34305	PQ878E	5/95
5)	1984 FORD PICKUP (TOM)	1FDHF27G4EKA34304	PQ823W	5/95
6)	1986 FORD PICKUP (TERRY)	1FDKF37LX6PA64830	P529AT	5/95
7)	1990 FORD PICKUP (STEVE)	1FTEF15N4LNB23998	PQ625W	5/95

JOHN F. BUSHELMAN CONST., INC.
SMALL TOOLS AND EQUIPMENT
12/31/94

ITEM

- | | | |
|-----|---|--------------------------------------|
| 1) | VIBRATORY PLATE COMPACTOR | HISKA SANGYO R2197 |
| 2) | VIBRATORY PLATE COMPACTOR | BOMAG 101670100111 |
| 3) | WATER PUMP | GORMAN RUPP MODEL 3D-8
S/N 642408 |
| 4) | CONCRETE SAW | FELKER 5158-7 |
| 5) | WATER PUMP 3" CENTRIFUGAL | JAEGER MODEL AHH/2689906 |
| 6) | STIHL CUT OFF SAW | |
| 7) | EXHAUST FAN | |
| 8) | SAWSALL | ROCKWELL MODEL 6772
S/N 80462 |
| 9) | 3" DIAPH. WATER PUMP | MODEL TRD-3 #1072 |
| 10) | AIR COMPRESSOR (JERRY) | SCHRAMM INC. MODEL 35
S/N 41593 |
| 11) | SEWER BOX (LARGE) | |
| 12) | SEWER BOX (SMALL) | |
| 13) | SPEED SHORE JACKS (5 WORKING) | |
| 14) | PIPE LASER | 641 |
| 15) | PIPE LASER | |
| 16) | MISC TOOLS NOT TO EXCEED \$750.00
ANY ONE ITEM | |
| 17) | WELDER | |
| 18) | HOT PRESSURE WASHER | |

400 Attachments And Accessories

	Item	Specs
401	42" Double Sheepsfoot	(48" - 2')
✓402	Single Drum Sheepsfoot	36"
403	Mustang Backhoe Attachment	
404	Mustang Breaker Attachment	(Kent Hydra Ram)
405	Mustang Grab Attachment	
✓406	60" Double Sheepsfoot	
407	Mustang forklift Attachment	
408	Mustang bucket	61"
409	Mustang bucket	61"
410	Concrete Drop Bucket	
411	Hein Warner C-12 Bucket	2'
412	Hein Warner C-12 Bucket	4'
413	Hein Warner C-12 Bucket	18"
414	Hein Warner C-12 Bucket	2'
415	Hein Warner C-12 Bucket	30"
416	Hein Warner C-16 Bucket	48"
417	Hein Warner C-16 Bucket	2'
418	Hein Warner C-16 Bucket	3'
419	Hein Warner C-16 Bucket	5'
420	Hein Warner C-12 Bucket	30"
421	580 Bucket	2'
422	580 Bucket	2'
423	580 Bucket	18"
424	Hein Warner C-12 Bucket	30"
425	580 Bucket	2'
426	Hein Warner C-16 Bucket	20"
427	580 Bucket	30"
428	Mustang Bucket	62"
429	Hein Warner C-16 Bucket	48"
430	580 Bucket	2'
431	580 Bucket	2'
432	580 Bucket	2'
433	580 Bucket	1'
434	Hein Warner C-16 Bucket	30"
435	580 Bucket	1'
436	Hein Warner C-12 Bucket	36"

AMENDMENT TO AGREEMENT TO PURCHASE ASSETS

This Agreement is made and entered into this ____ day of April, 1995, by and between John F. Bushelman Construction, Inc., an Ohio corporation, and John F. Bushelman, individually, (collectively "Seller") and Kossen, Inc., an Ohio corporation ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have entered into a certain Agreement to Purchase Assets dated February 28, 1995 ("Purchase Agreement");

WHEREAS, the Purchase Agreement requires that closing take place within thirty (30) days, plus extensions, from the date of the Agreement, or at such time and place as the parties may mutually agree ("Closing Date Requirement");

WHEREAS, Seller and Purchaser desire to extend the Closing Date Requirement to May 31, 1995 for the purchase of the assets pursuant to the Purchase Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Purchase Agreement is incorporated by reference herein and is in full force and effect.
2. The Closing Date as contemplated by the Purchase Agreement shall be extended to May 31, 1995.
3. This Agreement may be executed in counter parts.
4. This Agreement is entered into under and shall be

construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement
on the date and year first written above.

SELLER:

John F. Bushelman
By Tracy Ann Engel POA
JOHN F. BUSHELMAN, INDIVIDUALLY

JOHN F. BUSHELMAN CONSTRUCTION, INC.

By: Tracy Ann Engel, Trustee
Print Name: _____
Title: SOLE SHAREHOLDER

PURCHASER:

KOSSEN, INC.

By: James Kossen, Jr.
JAMES KOSSEN, JR., PRESIDENT

**SECOND AMENDMENT
TO
AGREEMENT TO PURCHASE ASSETS**

This Agreement is made and entered into this ____ day of May, 1995, by and between John F. Bushelman Construction, Inc., an Ohio corporation (the "Business"), and Tracy Ann Engel, Trustee, (collectively "Seller") and Kossen, Inc., an Ohio corporation ("Purchaser"), and James Kossen, Jr., individually.

RECITALS

WHEREAS, Seller and Purchaser have entered into a certain Agreement to Purchase Assets, dated February 28, 1995, and an Amendment to Agreement to Purchase Assets, dated April 27, 1995 (collectively "Purchase Agreement");

WHEREAS, the Purchase Agreement states that the closing shall take place on or before May 31, 1995 ("Closing Date");

WHEREAS, Seller and Purchaser desire to extend the Closing Date to fourteen (14) days after Seller and Purchaser receive the final environmental audit report for the Business and the real estate located at 11980 Runyan Drive, Sharonville, Ohio (the "Real Estate") from Environmental Enterprises, Inc. ("EEI");

WHEREAS, Purchaser requires additional financing in order to complete the transaction contemplated by the Purchase Agreement;

WHEREAS, Seller desires to assist Purchaser with such financing by providing Purchaser with a short term loan in the amount of Twenty Five Thousand (\$25,000) Dollars and allowing Purchaser to sell certain equipment which constitutes a portion of the assets under the Purchase Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Closing Date as contemplated by the Purchase

Agreement is extended to fourteen (14) days after the date upon which Seller and Purchaser receive the final environmental audit report from EEI upon the Business/Real Estate, with such audit prepared at Seller's expense.

2. Immediately following receipt of the final environmental audit report, the parties shall negotiate, in good faith, the remediation measures, if any, which shall be taken by Seller so as to remove the environmental contingency from the Purchase Agreement.

3. Seller shall provide Purchaser with a sixty (60) day short term loan of Twenty-Five Thousand (\$25,000) Dollars in addition to the loan amount contemplated under the Purchase Agreement ("Short Term Loan").

4. Purchaser shall execute and James Kossen, Jr. shall personally guaranty a Promissory Note in the form attached hereto as Exhibit A to evidence such Short Term Loan.

5. Seller grants Purchaser permission to sell two pieces of equipment (977K loader and 955K loader) which constitute part of the assets which are the subject of the Purchase Agreement ("Equipment") and Seller shall release any security interest in the Equipment to effect such a sale ("Equipment Release").

6. Purchaser shall use the proceeds from the sale of the Equipment to pay off the Short Term Loan.

7. James Kossen, Jr. shall provide Seller with a personal guaranty for a portion of the One Hundred Thousand (\$100,000) Dollars promissory note referenced in the Purchase Agreement ("Note") in an amount equal to the excess amount of the Equipment

sales proceeds over Twenty-Five Thousand (\$25,000) Dollars provided the Purchaser does not pay the excess amount to Seller.

8. The purchase price under the Purchase Agreement shall remain unaffected by this Agreement and the payment of the Short Term Loan and the Note shall be applied to the outstanding balance of the purchase price for the assets under the Purchase Agreement as the Covenant not to Compete Agreement shall be paid in full at closing.

9. Except as amended herein, the parties restate and reaffirm the Purchase Agreement, which is incorporated by reference herein and is deemed in full force and effect, and neither party waives any of the contingencies thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

SELLER:

Tracy Ann Engel, Trustee

JOHN F. BUSHELMAN CONSTRUCTION, INC.

By: _____
Print Name: _____
Title: _____

PURCHASER:

KOSSEN, INC.

By: _____
James Kossen, Jr., President

James Kossen, Jr., Individually

**EXHIBIT A
PROMISSORY NOTE**

\$25,000
Term: 60 Days

Cincinnati, Ohio
June __, 1995

For value received, Kossen, Inc. promises to pay to John F. Busheiman Construction, Inc., an Ohio corporation, or order, the sum of Twenty Five Thousand (\$25,000) Dollars, with interest thereon at a rate of eight (8%) percent per annum. The entire balance of principle and accrued interest, if any, shall be due and payable on _____, 1995.

The undersigned shall have the privilege of pre-paying the within obligation in full or in part at any time during the term of this Note, without penalty.

Payee or any subsequent assignee shall have the right to assign this Note herewith without notice to Maker.

Any waiver or forbearance on any one or more defaults by the holder shall not be deemed a waiver or forbearance of any subsequent default.

MAKER:

KOSSEN, INC.

By: _____
James J. Kossen, Jr., President

By: _____
Andrew F. Kossen, Secretary

GUARANTY

James J. Kossen, Jr., hereby absolutely and unconditionally guarantees the obligations of Kossen, Inc. on the above Note. This Guaranty is of the payment of the Note and not a guarantee of collection.

James J. Kossen, Jr., Individually

05/30/95 17:00

HONES BY CALKINS

001

SENT BY Jantzen & Hughes

: 5-30-95 : 14:10 :

Jantzen & Hughes-

72120041# 8

**SECOND AMENDMENT
TO
AGREEMENT TO PURCHASE ASSETS**

This Agreement is made and entered into this 30th day of May, 1995, by and between John F. Bushelman Construction, Inc., an Ohio corporation (the "Business"), and Tracy Ann Engel, Trustee, (collectively "Seller") and Kossen, Inc., an Ohio corporation ("Purchaser"), and James Kossen, Jr., individually,

RECITALS

WHEREAS, Seller and Purchaser have entered into a certain Agreement to Purchase Assets, dated February 28, 1995, and an Amendment to Agreement to Purchase Assets, dated April 27, 1995 (collectively "Purchase Agreement");

WHEREAS, the Purchase Agreement states that the closing shall take place on or before May 31, 1995 ("Closing Date");

WHEREAS, Seller and Purchaser desire to extend the Closing Date to fourteen (14) days after Seller and Purchaser receive the final environmental audit report for the Business and the real estate located at 11980 Runyan Drive, Sharonville, Ohio (the "Real Estate") from Environmental Enterprises, Inc. ("EEI");

WHEREAS, Purchaser requires additional financing in order to complete the transaction contemplated by the Purchase Agreement;

WHEREAS, Seller desires to assist Purchaser with such financing by providing Purchaser with a short term loan in the amount of Twenty Five Thousand (\$25,000) Dollars and allowing Purchaser to sell certain equipment which constitutes a portion of the assets under the Purchase Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Closing Date as contemplated by the Purchase

2003, 2005

332

92120041# 4

7. James Kusan, Jr. shall provide Seller with a personal guaranty for a portion of the One Hundred Thousand (\$100,000) Dollars promissory note referenced in the Purchase Agreement ("Note") in an amount equal to the amount of the Equipment sales

05/30/95

17:01

HINES BY CALKINS

003

SENT BY: Santen & Hughes

[5-30-95 17:11]

Santen & Hughes

721200410 5

proceeds less the amount over Twenty-Five Thousand (\$25,000) Dollars paid to Seller from such sale proceeds.

8. The purchase price under the Purchase Agreement shall remain unaffected by this Agreement and the payment of the Short Term Loan and the Note shall be applied to the outstanding balance of the purchase price for the assets under the Purchase Agreement as the Covenant not to Compete Agreement shall be paid in full at closing.

9. Except as amended herein, the parties ratify and reaffirm the Purchase Agreement, which is incorporated by reference herein and is deemed in full force and effect, and neither party waives any of the contingencies thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

SELLER:

Gracy Ann Engel, Trustee
Gracy Ann Engel, Trustee

JOHN F. SUTHERMAN CONSTRUCTION, INC.

By: Gracy Ann Engel
Print Name: J. GRACY ANN ENGEL
Title: PRESIDENT

PURCHASER:

KOSSEN, INC.

By: James Kossen, Jr., President

James Kossen, Jr., Individually

05/30/95

17:22

HOMES BY CULKINS

384

SENT BY: Spanton & Hughes

1 8-30-95 14:11 1

Spanton & Hughes

721208418 8

**EXHIBIT A
PROMISSORY NOTE****\$25,000
Term: 90 Days**Cincinnati, Ohio
June __, 1995

For value received, Kossan, Inc. promises to pay to John F. Bushelmann Construction, Inc., an Ohio corporation, or order, the sum of Twenty Five Thousand (\$25,000) Dollars, with interest thereon at a rate of eight (8%) percent per annum. The entire balance of principle and accrued interest, if any, shall be due and payable on _____, 1995.

The undersigned shall have the privilege of pre-paying the within obligation in full or in part at any time during the term of this Note, without penalty.

Payee or any subsequent assignee shall have the right to assign this Note herewith without notice to Maker.

Any waiver or forbearance on any one or more defaults by the holder shall not be deemed a waiver or forbearance of any subsequent default.

MAKER**KOSSAN, INC.**By: _____
James J. Kossan, Jr., PresidentBy: _____
Andrew F. Kossan, Secretary**GUARANTY**

James J. Kossan, Jr., hereby absolutely and unconditionally guarantees the obligations of Kossan, Inc. on the above Note. This guaranty is of the payment of the Note and not a guarantee of collection.

James J. Kossan, Jr., Individually

AMENDMENT TO PURCHASE AGREEMENT

This Agreement is made and entered into this 6th day of September, 1995, by and between JOHN F. BUSHELMAN CONSTRUCTION, INC., an Ohio corporation, and TRACY ANN ENGEL, TRUSTEE (collectively "Seller") and KOSSEN, INC., an Ohio corporation ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have entered into a certain Agreement to Purchase Assets, dated February 28, 1995 ("Purchase Agreement");

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement to provide that "Inventory", "Equipment", and "Conveyed Property" as defined in the Purchase Agreement do not include thirty-three (33) scrap underground storage tanks located on the real estate known as 11980 Runyan Drive, Sharonville, Ohio 45241 ("Scrap UST's").

NOW, THEREFORE, the parties agree as follows:

1. "Inventory", "Equipment" and "Conveyed Property" as defined in the Purchase Agreement shall expressly exclude from their respective meanings Scrap UST's and Kossen, Inc. shall not acquire any right, title or interest in such Scrap UST's as a result of the within transaction. It is further acknowledged and agreed that Seller has been at all times and shall remain after closing the owner of the Scrap UST's, and Purchaser shall not have any responsibility or liability with respect to the same.

2. Except as amended herein, the Purchase Agreement is incorporated by reference and is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

WITNESSES:

Linda A. Buckel
Kathleen A. Cash

SELLER:

Tracy Ann Engel, Trustee
Tracy Ann Engel, Trustee

JOHN F. BUSHELMAN CONSTRUCTION, INC.

Linda A. Buckel
Kathleen A. Cash

By: Tracy Ann Engel
Print Name: TRACY ANN ENGEL
Title: PRESIDENT

PURCHASER:

KOSSEN, INC.

James Kossen, Jr.
James Kossen, Jr.

By: James Kossen, Jr.
James Kossen, Jr., President

ENVIRONMENTAL REMEDIATION AGREEMENT

This Environmental Remediation Agreement ("Agreement") is made and entered into this 6TH day of SEPTEMBER, 1995, by and between TRACY ANN ENGEL, TRUSTEE under a Trust Agreement executed by John F. Bushelman, dated April 4, 1995, whose address is 8544 Highton Court, Cincinnati, Ohio 45236, JOHN F. BUSHELMAN CONSTRUCTION, INC., an Ohio corporation, whose address is 11980 Runyan Drive, Cincinnati, Ohio 45241 (collectively "Seller") and KOSSEN, INC., 9011 Debbie Drive, West Chester, Ohio 45069 ("Buyer").

RECITALS

WHEREAS, the parties have entered into a certain Agreement to Purchase Assets, dated February 28, 1995 ("Purchase Agreement") whereby Seller has agreed to sell and Buyer has agreed to buy certain assets owned by Seller and Seller shall lease to Buyer certain real estate located at 11980 Runyan Drive, Cincinnati, Ohio 45241 ("Property"); and

WHEREAS, the Purchase Agreement contains a certain environmental contingency which provides that Buyer is not required to close on the transaction as contemplated by the Purchase Agreement if Buyer is not satisfied with the environmental condition of the Property; and

WHEREAS, a Phase I and Phase II environmental audit of the Property have been conducted by Environmental Enterprises, Inc., located at 10183 Cincinnati-Dayton Road, Cincinnati, Ohio 45241 ("EEI") which have identified certain environmental deficiencies of the Property (collectively "Environmental Reports"); and

WHEREAS, EEI had provided the parties with an original Phase II proposal, dated May 25, 1995, which recommended the testing for environmental deficiencies on certain other areas of the Property which ultimately were not tested or made a part of the Phase II report because Seller preferred to and agreed to remediate, rather than test and remediate, those areas; and

WHEREAS, in order to induce Buyer to waive the environmental contingency and close the transaction, Seller has agreed to perform, at its costs, each environmental remediation at the property; and

WHEREAS, in order to facilitate a timely closing as contemplated by the Purchase Agreement, the parties agree to close with the understanding that Seller shall undertake, post-closing, environmental remediation of the Property pursuant to the terms and conditions set forth herein; and

WHEREAS, to secure performance of Seller, the parties agree to escrow funds pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Closing. The parties shall proceed with the closing as contemplated by the Purchase Agreement.

2. Environmental Reports. The Environmental Reports are incorporated herein by reference.

3. Post-Closing Remediation. Seller shall remediate and correct the environmental condition of the Property as contemplated by the Environmental Reports which shall include, but is not limited to, completion of the following items at its sole cost and expense:

(a) Sewer Interceptor. Remove all waste and remediate the floor drains within the shop area and the sewer interceptor located on the east side of the maintenance shop.

(b) Scrap Tanks and Contaminated Soil Around Tanks. Thoroughly clean and remove any hazardous substances contained in any of those certain 33 non-operated scrap tanks at various locations throughout the Property and remediate the soil to the extent required to remove any environmental contamination caused thereby. Seller has been at all times and shall remain the owner of the 33 scrap tanks, and Buyer shall not have any liability or responsibility with respect to the same.

(c) Underground Storage Tanks. Remove all underground storage tanks located on the Property and remediate the soil in the area so that there is no environmental contamination. Such area shall include, but is not limited to, the area within and beyond the tank cavity and surrounding the pre-existing monitoring well.

(d) Waste Oil Tank. Remediate the soil in the area of the above ground waste oil storage tank so that there is no environmental contamination. Such area includes, but is not limited to, approximately forty-two (42) cubic yards of contaminated soil at the rear of the maintenance shop. Remediate the soil in the area in front of the bulldozer and concrete pile between the office and the shop so there is no longer environmental contamination.

(e) Four Steel Tanks. Remediate the soil in the area of the four steel tanks located north of the shop so there is no environmental contamination.

(f) 250 Gallon Storage Tank. Remediate the soil in the area of the two hundred fifty (250) gallon storage tank in the trailer north of the maintenance shop so there is no environmental contamination.

(g) Maintenance Shop. Remediate the soil in the area of the northwest corner of the maintenance shop so there is no environmental contamination.

(h) Area Near Grader. Remediate the soil in the area of the grader located at the top half of the Property so there is no environmental contamination.

(i) Area Northeast of Office. Remediate the soil in the area northeast of the office so there is no environmental contamination.

(j) Area Near Trackhoe. Remediate the area near the trackhoe located east of the office so there is no environmental contamination.

All items in this Section 3 shall collectively be referred to as "Environmental Remediation Work".

4. Remediate. As used herein, "Remediate" and "Remediation" shall include repair, restoration, removal and/or return of the affected personal property and/or the Property (including asphalt pavement and gravel lot and other surface areas) to the original condition which existed prior to commencement of Environmental Remediation Work, free from any and all environmental contamination and hazardous substance such that the Property is in compliance with all federal, state and local laws and regulations concerning environmental matters. All Environmental Remediation Work shall be completed in accordance with all federal, state and local laws and regulations governing remediation, repair, removal, restoration and completion of same. "Hazardous Substance" shall have the meaning as defined in the Purchase Agreement.

5. Completion Date. Seller shall perform and complete the Environmental Remediation Work set forth in paragraph 2 within sixty (60) days following repayment of that certain short term promissory note executed by Buyer and payable to Seller in the amount of Twenty-Five Thousand (\$25,000) Dollars, subject however to delays because of inclement weather conditions which may arise during the 1995-1996 winter, for which Seller shall receive a like extension of time to complete the work.

6. Escrow. To secure Seller's full performance of their obligations hereunder, as well as payment for all Environmental Remediation Work performed to fulfill those obligations, the

parties shall contemporaneously enter into an Escrow Agreement for Environmental Remediation Work ("Escrow Agreement"), a copy of which is attached hereto and made a part hereof. As set forth in the Escrow Agreement, an escrow fund shall be established so as to secure Seller's performance hereunder.

7. Assignment Prohibited. No assignment of this Agreement is permitted without the prior expressed written consent of the other parties.

8. Governing Laws. This Agreement is entered into in Cincinnati, Hamilton County, Ohio and shall be construed in accordance with the laws of the state of Ohio. In the event any dispute arises out of or concerning this Agreement or the Escrow Funds, the parties to this Agreement agree that the appropriate courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any such action.

9. Review of Work. Seller shall cause, at its sole expense, EEI or another properly licensed independent third party to certify that the Environmental Remediation Work has been satisfactorily completed as contemplated by this Agreement.

10. Access. Buyer shall provide Seller with reasonable access to the Property for the purpose of completing the Environmental Remediation Work.

11. Liability. Buyer shall not be liable to Seller or to any third party, and Seller shall solely assume and discharge and hold Buyer harmless from any and all liability and responsibility for all personal injury, disease, death, property loss or damage, economic loss and other losses or injuries of any kind, type, number or nature that may arise directly or indirectly out of any Environmental Remediation Work or presence of any person or entity on or at the Property for any reason under or connected with this Agreement.

12. Repairs. Without limitation on Seller's duties hereunder, Seller shall repair in a good and workmanlike manner any damage caused to the Property and/or the improvements thereon or the personal property of Buyer located thereon, caused by the Environmental Remediation Work.

13. Insurance. Seller warrants to Buyer that Seller and any of Seller's contractors and subcontractors shall have and maintain the following types of insurance until all Environmental Remediation Work is completed; workers' compensation; employer's liability; comprehensive automobile liability; and, comprehensive or commercial general liability in an amount not less than Two Million (\$2,000,000) Dollars. Seller shall provide Buyer with

proof of such insurance coverage prior to starting the Environmental Remediation Work.

14. Coordination. Seller and Buyer shall coordinate respective activities at the Property on an as-needed basis. Coordination with Seller shall be accomplished through Tracy Ann Engel, whose phone number is 984-6928 (#); and coordination with Buyer shall be accomplished through James Kossen, whose phone number is 769-3600. 829-9718 x13 (w)

15. Indemnification. Notwithstanding any other agreements by and between the parties, documents, except for environmental contamination directly caused by Buyer after completion of the Environmental Remediation Work, Seller shall be and remain solely liable for all environmental contamination of or at the Property and shall indemnify and hold Buyer harmless from and against the same.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above-written.

Witness:

Robert Hines
By J K

SELLER

Tracy Ann Engel, Trustee
Tracy Ann Engel, Trustee

Robert Hines
By J K

JOHN F. BUSHELMAN CONSTRUCTION, INC.

By: Tracy Ann Engel, President
Print Name: TRACY ANN ENGEL
Its: PRESIDENT

BUYER

KOSSEN, INC.

By J K
By K

By: James Kossen
James Kossen, President

ESCROW AGREEMENT FOR ENVIRONMENTAL REMEDIATION WORK

This Agreement is made and entered into this 5th day of September, 1995 by and between Tracy Ann Engel, Trustee under a Trust Agreement executed by John F. Bushelman dated April 4, 1995 (hereinafter called "Lessor") and Kossen, Inc., an Ohio corporation (hereinafter called "Lessee") and C. Gregory Schmidt and G. Robert Hines (hereinafter called "Escrow Agents"), with regard to the real estate known and numbered as 11980 Runyan Drive, Sharonville, Hamilton County, Ohio, known as Auditor's Nos. 608-28-29, 31, 32, 33, 34, 35 and 36, more particularly described on the attached Exhibit A (hereinafter called "Property").

W I T N E S S E T H

WHEREAS, Lessor and Lessee are parties to a certain Agreement to Purchase Assets dated February 28, 1995 (hereinafter called "Purchase Agreement") whereby Lessor and Lessee have agreed that Lessor would sell certain assets to Lessee and lease the Property to Lessee under the terms of a certain Lease Agreement executed by Lessor and Lessee immediately prior hereto (hereafter called "Lease Agreement"); and

WHEREAS, The Purchase Agreement contains certain environmental contingencies which provide that Lessee is not required to complete the transaction if not satisfied with the environmental condition of the subject property; and

WHEREAS, a Phase I and Phase II environmental audit of the Property have been conducted by Environmental Enterprises, Inc. which have identified certain environmental deficiencies on the Property (collectively known as the "Environmental Reports"); and

WHEREAS, the Environmental Reports have recommended certain remediation work be completed on the Property;

WHEREAS, in order to induce Lessee to waive the environmental contingency, enter into that certain Lease Agreement with Lessor to be signed contemporaneous hereto and to complete the closing of the transaction, Lessor has agreed to undertake certain post-closing environmental remediation of the property pursuant to the terms of a certain Environmental Remediation Agreement executed by Lessor and Lessee immediately prior hereto; and

WHEREAS, in order to secure the performance of the Lessor to complete the environmental remediation agreed to in the Environmental Remediation Agreement, as well as payment for the same, the parties have agreed to escrow funds pursuant to said Environmental Remediation Agreement.

NOW, THEREFORE, the parties agree as follow:

1. The Environmental Reports are incorporated herein by reference.

2. Lessor shall remediate and correct the environmental condition of the Property (including certain personal property located thereon) as set forth in the Environmental Remediation Agreement at her sole cost and expense.

3. Lessee shall pay the proceeds of a certain short-term Promissory Note of even date in the amount of \$25,000.00 to Escrow Agents within sixty (60) days from its date, together with any interest accumulations thereon, which monies shall be held as part of the monies necessary to complete and pay for the environmental remediation work required under the Environmental Remediation Agreement (hereinafter called "Escrow Funds") and Lessor, as Payee of said Promissory Note, thereby assigns said proceeds to the Escrow Agents for such purposes.

4. In addition, Lessee shall pay to Escrow Agents the rent due under the Lease Agreement in the amount of \$3,000.00 for the month of September and on the first day of each month thereafter when due according to the Lease Agreement until the Escrow Agents confirm the completion of all of the required environmental remediation work according to the Environmental Remediation Agreement or until the receipt by the Escrow Agents of a total of \$50,000.00 in total Escrow Funds, including the proceeds of the short-term Promissory Note.

5. The Escrow Funds shall be held by the Escrow Agents in an interest-bearing account at The Fifth Third Bank in Cincinnati, Ohio in the name of the Escrow Agents and under Lessor's Federal Identification Number of 31-6511758. The rental payments paid by Lessee to Escrow Agents shall be credited to Lessee's account by Lessor as if fully received directly by her and she consents to the payment by Lessee of the rental payments to Escrow Agents as they become due in lieu of payments to her.

6. Escrow Agents shall hold the Escrow Funds until the completion of the environmental remediation work performed by Lessor in accordance with the Environmental Remediation Agreement. Upon the completion of the environmental remediation work in accordance with the Environmental Remediation Agreement to the satisfaction of either Environmental Enterprises, Inc. or another properly licensed independent environmental engineer and the receipt of written authorization from Lessee, Escrow Agents shall deliver the balance of the Escrow Funds to Lessor.

Notwithstanding anything contained herein to the contrary, Escrow Agents may disburse, from time-to-time, all or part of the Escrow Funds to a third party for expenses incurred in completing

the environmental remediation work provided that Escrow Agents shall receive written authorization from the Lessor to do so. In such event, the written authorization from Lessor to release Escrow Funds to pay for such environmental remediation work shall act as a full acquittance and release of Escrow Agents to the extent that such Escrow Funds are released at Lessor's direction.

7. Lessor and Lessee both agree to save, hold harmless, release and indemnify Escrow Agents from and against any and all claims of any nature asserted as to the Escrow Funds. Lessor and Lessee's obligations set forth above shall include, without limitation, the duty to defend and or pay, at Escrow Agents' option, all legal fees and costs incurred in connection with defending any such claims.

8. No assignment of this agreement is permitted without prior expressed written consent of the parties.

9. This Agreement is entered into in Cincinnati, Hamilton County, Ohio and shall be construed in accordance with the laws of the State of Ohio. In the event any dispute arises out of or concerning this Agreement or the Escrow Funds, the parties to this Agreement agree that the appropriate courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any such action.

10. Lessor shall cause, at her sole expense, Environmental Enterprises, Inc. or another properly licensed independent environmental engineer to certify that the environmental remediation work has been satisfactorily completed as contemplated by the environmental Remediation Agreement.

11. This Agreement is made to secure completion of and payment for the environmental remediation work set forth in the Environmental Remediation Agreement of even date. The Environmental Remediation Agreement is incorporated herein and made a part hereof by reference. To further secure the obligations of Lessor under the Environmental Remediation Agreement, Lessor shall grant to Escrow Agents a mortgage in the face amount of \$50,000.00. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement for Environmental Remediation Work as of the date first above-written.

LESSOR:

Tracy Ann Engel, Trustee
Tracy Ann Engel, Trustee

LESSEE:

Kossen, Inc.

By: James J. Kossen
James J. Kossen, President

ESCROW AGENTS:

C. Gregory Schmidt
C. Gregory Schmidt, Escrow Agent

G. Robert Hines
G. Robert Hines, Escrow Agent

JOHN F. BUSHELMAN CONSTRUCTION, INC.
ACCOUNTS RECEIVABLE

&

ACCOUNTS PAYABLE

MAY 8, 1995

ACCOUNTS RECEIVABLE AT MAY 8, 1995	\$146,980.16
ACCOUNTS PAYABLE AT MAY 8, 1995	<u>114,796.56</u>
NET	\$ 32,183.60

JOHN F. BUSHELMAN CONSTRUCTION, INC.
ACCOUNTS RECEIVABLE
MAY 8, 1995

	BALANCE	DOUBTFUL ACCOUNTS	TOTAL
Aerobrazo	\$ 550.00		\$ 550.00
Amaranth Co.	5023.00	3023.00	2000.00
Armor Shield	1150.00		1150.00
B-G Plumbing	24662.60		24662.60
Ball Construction	520.00	520.00	-0-
Beckman Const.	4430.00	4430.00	-0-
C. R & R. Const.	319.50	319.50	-0-
Canfield Properties	15082.15		15082.15
Crosen Co.	6375.93	2341.06	4034.87
Dwyer Const.	1133.80	1133.80	-0-
Expresso Rest.	4270.00	4270.00	-0-
Forbes Homes	6693.95	6693.95	-0-
Gailler Co.	89296.86		89296.86
Glacid Group ****	25298.75	25298.75 **	-0-
Mattlin Const.	170.00		170.00
Miami Valley Const.	540.00	120.00	420.00
Palmer PCZR	240.00	240.00	-0-
Ray Prus and Co.	1025.00		1025.00
RLE Const.	985.00	135.00	850.00
Standard Structures	6474.00		6474.00
Sturgis Plumbing	742.00	742.00	-0-
Terra Technologies	1264.78		1264.78
Waste Management	500.00	500.00	-0-
Andrew White	250.00	250.00	-0-
	<hr/>	<hr/>	<hr/>
	\$196997.32	\$50017.06	\$146980.26

JOHN F. BUSHELMAN CONSTRUCTION, INC.
ACCOUNTS PAYABLE
MAY 8, 1995

	BALANCE	DOUBTFUL ACCOUNTS	TOTAL
AA Safety	\$ 890.16		\$ 890.16
Advanced Drainage	2058.21		2058.21
Ball and Sons	2140.00	2140.00	-0-
Barnett Truck Sales	1500.00	1500.00	-0-
B-G Plumbing	27028.16		27028.16
Dwight Center	3300.00		3300.00
Cinti.Gas & Electric	148.34		148.34
Cinti.Concrete Pipe	9497.81		9497.81
Clermont Co.	308.00		308.00
Concrete Coring	50.00		50.00
Fred Debra	1586.00		1586.00
Doansco	614.75		614.75
Dravo Materials	11472.26		11472.26
E.E.I.	500.00		500.00
Donald Holden	58.41	58.41	-0-
Federal Express	22.50		22.50
Furst Group	28.41		28.41
GE Capital	257.34		257.34
Highway Rental	296.17	296.17	-0-
Hobbs Concrete	1785.14		1785.14
Richard Kemper	2291.17		2291.17
Klekamp and Co.	14674.40		14674.40
J.T.Lohrer Co.	900.00		900.00
Mandel, James	1500.00		1500.00
MCI Service	8.72		8.72
Mogavero Machinery	3000.51		3000.51
Metropolitan Sewer	3435.00	1047.25	2387.75
Ken Neyer Const.	1057.50		1057.50
Oeder & Sons	3593.04		3593.04
Tim Rack	14837.00		14837.00
Rumpke Landfill	2605.58		2605.58
Sullivan Excavating	1796.90		1796.90
Thaman Rubber	1172.01		1172.01
T.F. Barnett	937.50		937.50
Tristate Concrete	1251.76		1251.76
Vern's Florist	83.22		83.22
Vulcan Oil Co.	215.27		215.27
Wilcox of Pisgah	402.65		402.65
Thos. E. Wood	2534.50		2534.50
	<u>119838.39</u>	<u>5041.83</u>	<u>114796.56</u>

Estate of: John F. Bushelman, Deceased**SCHEDULE J—Funeral Expenses and Expenses Incurred in Administering Property Subject to Claims****Note:** Do not list on this schedule expenses of administering property not subject to claims. For those expenses, see the instructions for Schedule L.

If executors' commissions, attorney fees, etc., are claimed and allowed as a deduction for estate tax purposes, they are not allowable as a deduction in computing the taxable income of the estate for Federal income tax purposes. They are allowable as an income tax deduction on Form 1041 if a waiver is filed to waive the deduction on Form 706 (see the Form 1041 instructions).

Item number	Description	Expense amount	Total Amount
A. Funeral expenses:			
1	SEE SCHEDULE J ATTACHED HERETO		
	Total funeral expenses		8,887.21
B. Administration expenses:			
1	Executors' commissions—amount estimated/agreed upon/paid. (Strike out the words that do not apply.)		
2	Attorney fees—amount estimated/agreed upon/paid. (Strike out the words that do not apply.) . . .		
3	Accountant fees—amount estimated/agreed upon/paid. (Strike out the words that do not apply.) . .		
4	Miscellaneous expenses:	Expense amount	
	SEE SCHEDULE J ATTACHED HERETO		1,382.00
	Total miscellaneous expenses from continuation schedule(s) (or additional sheet(s)) attached to this schedule		1,382.00
	Total miscellaneous expenses		10,269.21
TOTAL. (Also enter on Part 5, Recapitulation, page 3, at item 11.)			10,269.21

(If more space is needed, attach the continuation schedule from the end of this package or additional sheets of the same size.)
(See the instructions on the reverse side.)

ESTATE OF JOHN F. BUSHELMAN, DECEASED

SCHEDULE J - Funeral Expenses and Expenses
Incurred in Administering Property Subject to Claims

ITEM NO.	DESCRIPTION	EXPENSE AMOUNT	TOTAL AMOUNT
A. Funeral Expenses:			
1.	The Schmidt Dhonau Funeral Home Funeral and Burial Expenses	7,937.21	
2.	Gate of Heaven Cemetery Burial Plot (\$505.00) and Internment Costs (\$545.00)	<u>950.00</u>	
Total Funeral Expenses			\$ 8,887.21
B. Administration Expenses:			
1.	Miscellaneous Expenses:		
	U.S. Postmaster - Stamps	32.00	
	Deardorff - Appraisal	775.00	
	Michael Burch, Appraiser	575.00	
Total Administrative Expenses			<u>1,382.00</u>
TOTAL SCHEDULE J - FUNERAL EXPENSES AND EXPENSES INCURRED IN ADMINISTERING PROPERTY SUBJECT TO CLAIMS			\$10,269.21

Estate of: John F. Bushelman, Deceased

SCHEDULE K—Debts of the Decedent, and Mortgages and Liens

Item number	Debts of the Decedent—Creditor and nature of claim, and allowable death taxes	Amount unpaid to date	Amount in contest	Amount claimed as a deduction
1	SEE SCHEDULE K ATTACHED HERETO			84,661.71

Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule

TOTAL (Also enter on Part 5, Recapitulation, page 3, at item 12.) 84,661.51

Item number	Mortgages and Liens—Description	Amount
1	SEE SCHEDULE K ATTACHED HERETO	329,393.24

Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule

TOTAL (Also enter on Part 5, Recapitulation, page 3, at item 13.) 414,054.95

(If more space is needed, attach the continuation schedule from the end of this package or additional sheets of the same size.)
 (The instructions to Schedule K are in the separate instructions.)

ESTATE OF JOHN F. BUSHELMAN, DECEASED

**SCHEDULE K - Debts of the Decedent,
and Mortgages and Liens**

<u>ITEM NO.</u>	<u>DEBTS OF THE DECEDENT DESCRIPTION</u>	<u>DEDUCTION</u>
1.	State of Ohio, Department of Taxation 1994 Income Taxes	8,900.00
2.	Internal Revenue Service 1994 Income Taxes	41,129.18
3.	The Fifth Third Bank 111792 Lebanon Road Cincinnati, Ohio 45241 Loan No. 30621991 Face Amount \$18,048.00 dated 1/27/94 8.5% interest Total date of death balance with interest accrued from 4/27/95	9,802.69
4.	The Fifth Third Bank 111792 Lebanon Road Cincinnati, Ohio 45241 Loan No. 30643648 Face Amount \$6,639.13 dated 2/28/94 8% interest Total date of death balance with interest accrued from 4/29/95	3,227.78
5.	Assoc. of Hematology 3840 Broadway Fort Myers, Florida 33901 Doctor's Bill	83.60
6.	Radiation Therapy Regional Center P.O. Box 7516 Fort Myers, Florida 33911 Medical Bill	278.18
7.	Cape Coral Emergency Physicians, Inc. P.O. Box 860691 Orlando, Florida 32886-0691 Medical Bill	60.80
8.	Southwest Medical Equipment and Supplies, Inc. 819 Del Prado Boulevard Cape Coral, Florida 33990 Medical Bill	236.00
9.	Cape Coral Hospital 636 Del Prado Boulevard Cape Coral, Florida 33915 Medical Bill	47.92

10.	Radiation Oncology, Inc. P.O. Box 3014 Lorain, Ohio 44052 Medical Bill	2,003.20
11.	Northeast Ohio Emergency Affiliates St. Joseph Emergency Group 14600 Detroit Avenue, No. 1495 Lakewood, Ohio 44107 Medical Bill	74.40
12.	Home Medical Equipment 2137 Fowler Street Ft. Myers, Florida 33901 Medical Bill	159.00
13.	Hope Hospice of Lee County 9470 Health Park Circle Ft. Myers, Florida 33908 Medical Bill	11,616.80
14.	LC SJ Regional Health Center East 205 West 20th Street Lorain, Ohio 44052 Medical Bill	6,688.66
15.	Belagodu N. Kantharaj, M.D. 5360 Oberlin Avenue Lorain, Ohio 44053 Medical Bill	353.50
TOTAL	DEBTS OF DECEDENT	\$84,661.71

<u>ITEM</u> <u>NO.</u>	<u>MORTGAGES AND LIENS</u> <u>DESCRIPTION</u>	<u>DEDUCTION</u>
1.	Valley Central Savings Bank 115 West Benson Street Reading, Ohio 45215 Mortgage Loan No. 17-000292-3 Face Amount \$100,000.00 dated 7/30/92 10% interest paid in arrears Blanket mortgage on the following: 11980 Runyan Drive - Sch. G, Item 1 3736 Hauck Road - Sch. G, Item 2 216 Reading Road - Sch. E, Item 2 Date of death prin. bal.: \$53,119.70 Acc. int. from 4/1/95 at 10%: \$560.60 Total date of death balance	53,680.30

2.	Valley Central Savings Bank 115 West Benson Street Reading, Ohio 45215 Mortgage Loan No. 23-882557-2 Face Amount \$42,400.00 dated 12/28/88 10.25% interest paid in advance Secured property: 11056 Reading Road - Sch. E, Item 3 Date of death prin. bal.: \$23,004.73 Interest paid to thru 5/10/95 at 10.25% Total date of death balance	23,004.73
3.	Valley Central Savings Bank 115 West Benson Street Reading, Ohio 45215 Mortgage Loan No. 23-892606-5 Face Amount \$150,000.00 dated 6/22/89 11% interest paid in advance Secured property: 11980 Runyan Drive - Sch. G, Item 1 Date of death prin. bal.: \$91,838.77 Interest paid thru 5/10/95 at 11% Total date of death balance	91,838.77
4.	Valley Central Savings Bank 115 West Benson Street Reading, Ohio 45215 Mortgage Loan No. 28-923120-0 Face Amount \$48,000.00 dated 11/12/92 8% interest paid in arrears First payment on 1/1/93 Secured property: 11394 Williamson Road - Sch. G, Item 3 Date of death prin. bal.: \$46,509.86 Acc. int. from 4/1/95 at 8%: \$392.75 Total date of death balance	46,902.61
5.	SunTrust Mortgage, Inc. P.O. Box 105521 Atlanta, Georgia 30348 Mortgage Loan No. 537366 Face Amount \$232,000.00 dated 4/8/94 5.95% interest paid in arrears Secured property: 1525 S.E. 53rd Lane - Sch. E, Item 8 Date of death prin. bal.: \$227,632.67 Acc. int. from 5/1/95 at 5.95%: \$300.98 One-half (1/2) date of death balance	<u>113,966.83</u>
TOTAL	Mortgages and Liens	\$329,393.24
TOTAL	SCHEDULE K - Debts of the Decedent, and Mortgages and Liens	<u>\$414,054.95</u>

Estate of: John F. Bushelman, Deceased

SCHEDULE L—Net Losses During Administration and Expenses Incurred in Administering Property Not Subject to Claims

Item number	Net losses during administration (Note: Do not deduct losses claimed on a Federal income tax return.)	Amount
1		
Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule		

TOTAL (Also enter on Part 5, Recapitulation, page 3, at item 16.)

Item number	Expenses incurred in administering property not subject to claims (Indicate whether estimated, agreed upon, or paid.)	Amount
1	SEE SCHEDULE L ATTACHED HERETO	88,481.50
Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule		

TOTAL (Also enter on Part 5, Recapitulation, page 3, at item 17.) 88,481.50

ESTATE OF JOHN F. BUSHELMAN, DECEASED

SCHEDULE L - Expenses Incurred in Administering
Property Not Subject to Claims

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EXPENSES</u>
1.	Tracy Ann Engel, Trustee 1248 Nilles Road, Suite 8 Fairfield, Ohio 45014 Trustee's commission paid.	1,614.50
2.	Suzanne M. Romer, Trustee 1366 Section Road Cincinnati, Ohio 45237 Custodian for payment of decedent's expenses. Agreement with Trustee enclosed. See Fifth Third Acct. No. 107-40977 at Schedule G, Item 7 Trustee's commission paid.	2,455.00
3.	Environmental Enterprises, Inc. 10163 Cincinnati-Dayton Road Cincinnati, Ohio 45241 Paid \$500.00 for Phase I Environmental Audit and Report of Environmental Conditions of real estate at 11980 Runyan Drive, Sharonville, Ohio in accordance with Agreement to Purchase Assets with Kossen, Inc. See Schedule G, Item 1 Paid \$8,503.00 for Phase II Report.	9,003.00
4.	Treasurer of the State of Ohio Payments to Underground Storage Tank Fund for premiums and penalties due since 1989 for unregistered underground storage tank located at 11980 Runyan Drive, Sharonville, Ohio. See Schedule G, Item 1.	5,975.00

5.

MVM, Inc.

11997 Runyan Drive

Cincinnati, Ohio 45241

Environmental remediation costs for removal of underground storage tanks located at 11980 Runyan Drive, Sharonville, Ohio, removal of liquids and sledge, disposal of tanks, removal of contaminated soil excavated and totally remediate site as required by Agreement to Purchase Assets and Environmental Remediation Agreement with Kossen, Inc.
See Schedule G, Item 1.

69,434.00

TOTAL

**SCHEDULE L - Expenses Incurred in
Administering Property Not Subject
to Claims**

\$88,481.50

Estate of: John F. Bushelman, Deceased**SCHEDULE M—Bequests, etc., to Surviving Spouse****Election To Deduct Qualified Terminable Interest Property Under Section 2056(b)(7).**—If a trust (or other property) meets the requirements of qualified terminable interest property under section 2056(b)(7), and

- a. The trust or other property is listed on Schedule M, and
- b. The value of the trust (or other property) is entered in whole or in part as a deduction on Schedule M,
- then unless the executor specifically identifies the trust (all or a fractional portion or percentage) or other property to be excluded from the election the executor shall be deemed to have made an election to have such trust (or other property) treated as qualified terminable interest property under section 2056(b)(7).

If less than the entire value of the trust (or other property) that the executor has included in the gross estate is entered as a deduction on Schedule M, the executor shall be considered to have made an election only as to a fraction of the trust (or other property). The numerator of this fraction is equal to the amount of the trust (or other property) deducted on Schedule M. The denominator is equal to the total value of the trust (or other property).

Election To Deduct Qualified Domestic Trust Property Under Section 2056A.—If a trust meets the requirements of a qualified domestic trust under section 2056A(a) and this return is filed no later than 1 year after the time prescribed by law (including extensions) for filing the return, and

- a. The entire value of a trust or trust property is listed on Schedule M, and
- b. The entire value of the trust or trust property is entered as a deduction on Schedule M,
- then unless the executor specifically identifies the trust to be excluded from the election, the executor shall be deemed to have made an election to have the entire trust treated as qualified domestic trust property.

	Yes	No
1 Did any property pass to the surviving spouse as a result of a qualified disclaimer? If "Yes," attach a copy of the written disclaimer required by section 2518(b).		X
2a In what country was the surviving spouse born? _____		
b What is the surviving spouse's date of birth? _____		
c Is the surviving spouse a U.S. citizen?	X	
d If the surviving spouse is a naturalized citizen, when did the surviving spouse acquire citizenship? _____		
e If the surviving spouse is not a U.S. citizen, of what country is the surviving spouse a citizen? _____		
3 Election out of QTIP Treatment of Annuities.—Do you elect under section 2056(b)(7)(C)(ii) not to treat as qualified terminable interest property any joint and survivor annuities that are included in the gross estate and would otherwise be treated as qualified terminable interest property under section 2056(b)(7)(C)? (see instructions)		X

Item number	Description of property interests passing to surviving spouse	Amount
1	SEE SCHEDULE M ATTACHED HERETO	344,826.95
Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule		
4	Total amount of property interests listed on Schedule M	4 344,826.95
5a	Federal estate taxes (including section 4980A taxes) payable out of property interests listed on Schedule M	5a
b	Other death taxes payable out of property interests listed on Schedule M	5b
c	Federal and state GST taxes payable out of property interests listed on Schedule M	5c
d	Add items a, b, and c	5d 0.00
6	Net amount of property interests listed on Schedule M (subtract 5d from 4). Also enter on Part 5, Recapitulation, page 3, at item 18	6 344,826.95

(If more space is needed, attach the continuation schedule from the end of this package or additional sheets of the same size.)

(See the instructions on the reverse side.)

ESTATE OF JOHN F. BUSHELMAN, DECEASED

**SCHEDULE M - Bequests to Surviving Spouse
(Not Subject to QTIP)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1.	Lot 358 Hidden Valley Lake Sub., Section III, Dearborn County, Indiana Treas. No. 06-24-302-040.000-11 Deed Book 189, Page 16187 Owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship No appraisal-tax valuation: \$2,070.00 One-half (1/2) of \$7,000.00 valuation.	3,500.00
2.	216 Reading Road Sharonville, Hamilton County, Ohio Treas. Nos. 608-4-93 and 94 One-story commercial building and adjoining parking lot leased to MCTCARR, Inc., dba "Julie's Lounge" Value based on appraisal, copy attached. Deed Book 4321, Page 638 Owned by John Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$75,000.00 valuation.	37,500.00
3.	11056 Reading Road Sharonville, Hamilton County, Ohio Treas. No. 608-4-95 One-story single family rental home Value based on appraisal, copy attached. Official Record Volume 4950, Page 78 Owned by John Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$60,000.00 valuation.	30,000.00
4.	Mortgage Note from MCTCARR, Inc. in the face amount of \$55,000.00 with interest at 8% payable in monthly installments of \$657.08 dated February 10, 1995. Owned by John Bushelman and Julie Bushelman, husband and wife, in survivorship One-half (1/2) of \$55,000.00 valuation Add one-half (1/2) interest from date of Note to date of death of \$1,072.88.	28,036.44

5. Demand Note from Thomas McIntosh in the amount of \$30,750.00 dated August 19, 1994 at 6%, secured by real estate at 2935 Stanwin Place, Cincinnati, Ohio 45241 Owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$30,750.00 valuation and accrued interest to date of death of \$1,329.41. 16,039.71
6. Demand Note from Thomas McIntosh in the amount of \$19,250.00 dated August 29, 1994 at 6%, secured by real estate at 2935 Stanwin Place, Cincinnati, Ohio 45241 Owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$19,250.00 valuation and accrued interest to date of death of \$800.59. 10,025.30
7. 1920 S.E. 1st Terrace Cape Coral, Lee County, Florida Single-family residence owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$86,000.00 valuation. 43,000.00
8. 1525 S.E. 53rd Lane, Cape Coral, Lee County, Florida Owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship Real estate sold on open market at \$290,000.00 in December, 1995 One-half (1/2) of \$290,000.00 valuation Less balance of mortgage loan (See Schedule J, Item 17) 31,033.17
9. Three (3) building lots at 49th and Pelican Street Cape Coral, Lee County, Florida Owned by John F. Bushelman and Julie H. Bushelman, husband and wife, in survivorship One-half (1/2) of \$120,000.00 valuation. 60,000.00
10. 200 common shares of Jacor Communications, Inc. N.Y.S.E. 14.375 per share Owned by John F. Bushelman and Julie H. Bushelman, husband and wife in survivorship. One-half (1/2) of \$2,875.00 valuation 1,437.50

11.	Furniture, furnishings, household goods, equipment and other tangible personal property transferred to Julie H. Bushelman, surviving spouse, on 4/4/95. Assignment attached.	45,000.00
12.	First Trust Corporation IRA Acct. No. F34962-0001 John F. Bushelman, Owner Julie H. Bushelman, Spousal Beneficiary Valuation of Entire Interest	8,127.49
13.	Life Insurance proceeds from The Prudential Contract No. 27300447 Paid to Julie H. Bushelman, surviving spouse on 8/3/95	7,969.23
14.	Life Insurance proceeds from Employers Health Insurance Policy No. 0915420 Group Term paid to Julie Bushelman, surviving spouse Paid 6/21/95	15,136.21
15.	Life Insurance proceeds from John Hancock Mutual Life Insurance Company Policy No. 005165740 Paid to Julie Bushelman, surviving spouse on 6/26/95	5,403.51
16.	Mortgage Note from David W. Fritsch and Loretta A. Fritsch to John Bushelman and Julie H. Bushelman, husband and wife in survivorship, in the face amount of \$5,000.00 dated 5/23/94 secured by a 0.0843 acre vacant land tract in Lockland, Ohio One-half (1/2) of the \$4,868.53 valuation and accrued interest from 5/1/95 of \$7.57 at 7%	2,438.05
14.	Sun Trust Ckg. Acct. No. 147024150178 owned by John F. Bushelman and Julie H. Bushelman, husband and wife in survivorship. One-half (1/2) of \$360.67 value	<u>180.34</u>

TOTAL	SCHEDULE M - Bequests to Surviving Spouse (Not Subject to QTIP)	\$344,826.95
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SECTION 1. PURPOSE

The purpose of the Revenue Procedure is to restate and amplify the conditions under which a case closed after examination in the office of a District Director of Internal Revenue may be reopened to make an adjustment unfavorable to the taxpayer.

This procedure contains a listing of certain types of cases wherein reconsideration is not considered a reopening and makes clear that cases closed after examination by service centers require application of reopening procedures.

SEC. 2. SCOPE

This procedure pertains to all cases, regardless of type of tax, in which the prior audit and conference action, if any, did not extend beyond the jurisdiction of the office of the District Director. It does not apply to cases previously closed after consideration by Appeals Offices or District Counsels.

SEC. 3. DEFINITIONS

.01 Closed Case:

1. A case agreed at the district level is considered closed when the taxpayer is notified in writing, after district conference, if any, of adjustments to tax liability or acceptance of the taxpayer's return without change.

2. An unagreed income, estate or gift tax case is considered closed when the period for filing a petition with the United States Tax Court specified in the statutory notice of deficiency issued by the District Director expires and no petition was filed.

3. An unagreed excise or employment tax case is considered closed when the period for filing protest and requesting consideration by the Appeals Office specified in the preliminary letter expires and no protest or request for Appeals consideration is filed.

.02 Examinations and Reopening:

1. Contacts with taxpayers to correct mathematical errors are not examinations or reopenings.

2. Contacts with a taxpayer to verify or adjust a discrepancy between the taxpayer's tax return and information returns, including late or amended information returns, are not examinations or reopenings. For this purpose, information returns include returns and amended returns filed by partnerships, fiduciaries and small business corporations.

3. A contact to verify a discrepancy disclosed by an information return matching program may include inspection of the taxpayer's books of account, to the extent necessary to resolve the discrepancy, without being considered an inspection within the meaning of section 7605(b) of the Code. A contact to verify an item of income shown on an information return to a tax return is not a verification of a discrepancy where such item of income is not required to be shown as a specific line item on a tax return. For example, insurance companies making payments to a doctor of \$600 or more during a calendar year must furnish the doctor a Form 1099-MISC. The doctor is only required to include that income with other gross receipts on Schedule C, Form 1040. If the doctor reported gross receipts of a larger amount than the total amount of income shown on Form 1099-MISC, there would not be a discrepancy between the information returns and the income tax return.

4. A contact with an investor to verify the accuracy of, or the need for, a Tax Shelter Registration number is not an examination within the meaning of Section 7605(b) of the Code. To the extent that the contact is to determine the need for a Tax Shelter Registration number, the information sought would be limited to obtaining the name and address of the promoter.

5. The adjustment of an unallowable item, or an adjustment resulting from other types of service center correction programs, is not considered to be an examination. Therefore, a subsequent examination does not constitute a reopening of a case closed after examination.

6. Reconsideration of a case is not considered a reopening and therefore, requires

no approval or issuance of form letter (DO/IO/SC) if it involves:

(a) Cases involving section 1311 of the Code.

(b) Cases involving the year of deduction of a net operating loss carryback or similar type of carryback under other provisions of the Code.

(c) Cases in which there have been involuntary conversions and the taxpayer has not recomputed his/her tax liability because he/she did not replace the property within the time provided by section 1033 of the Code.

(d) Cases involving an overpayment in excess of \$200,000, subject to consideration by the Joint Committee on Taxation under section 6405 of the Code.

SEC. 4. POLICY

.01 The Internal Revenue Service will not reopen any case closed after examination by a district office or service center to make an adjustment unfavorable to the taxpayer unless:

1. There is evidence of fraud, malfeasance, collusion, concealment or misrepresentation of a material fact; or

2. The prior closing involved a clearly defined substantial error based on an established Service position existing at the time of the previous examination; or

3. Other circumstances exist that indicate failure to reopen would be a serious administrative omission.

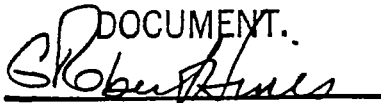
.02 All reopening must be approved by the Chief, Examination Division (District Director in Streamlined District), or Chief, Compliance Division, for cases under his/her jurisdiction. If an additional inspection of the taxpayer's books of account is necessary, the notice to the taxpayer required by section 7605(b) of the Code must be signed by the Chief, Examination Division (District Director in Streamlined Districts), or Chief, Compliance Division, for cases under his/her jurisdiction.

SEC. 5. EFFECT ON OTHER DOCUMENTS

This Revenue Procedure supersedes Rev. Proc. 83-19, 1983-1 C.B. 677.

THIS IS A TRUE AND
EXACT COPY OF THE
ORIGINAL ~~RECORDED~~
DOCUMENT.


COPY


G. ROBERT HINES

LAST WILL AND TESTAMENT
OF
JOHN F. BUSHELMAN

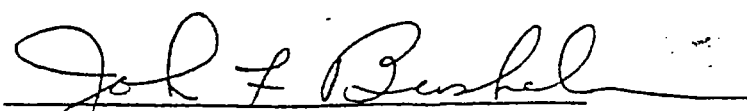
I, JOHN F. BUSHELMAN, a resident of the County of Hamilton, and State of Ohio, being of lawful age and of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former wills, testaments and codicils heretofore made by me.

ITEM I. A. I direct my executor to pay from the residue of my estate or in the executor's discretion from other property available to my executor from my estate (if possible, other than real estate, chattel property and stock in closely held corporations, if any) or under the provisions of a trust agreement, including any amendments ("Trust"), dated *May 6*, 1981, by and between me as Grantor and WILLIAM A. BUSEMEYER, of Cincinnati, Ohio, as trustee, or his successor or successors, as an expense of the administration thereof, all inheritance, death, succession, and estate taxes, state and federal [excluding generation skipping inheritance, succession or estate taxes, state and federal, and additional tax under Section 2032(A)(c) of the Internal Revenue Code of 1954, as amended] that may be lawfully levied by reason of my death, for which my estate is primarily liable, upon the inheritance of, succession to, or transfer of any and all property used in the tax computation under the terms of any inheritance, death, succession, or estate tax law together with any and all interest and penalties on any such taxes.


JOHN F. BUSHELMAN

B. No such tax, interest, or penalty shall be charged by my executor against the share of the principal or income of any donee, legatee, devisee, trust beneficiary, or insurance beneficiary nor shall any donee, legatee, devisee, trust beneficiary, or insurance beneficiary be required to pay all or any part of the amount of any such tax or interest or penalty before receiving all or any part of his or her gift, devise or bequest whether out of principal or income. My executor shall not seek to recover any part of such taxes, interest and/or penalty thereon from any person receiving any property or insurance which is included in whole or in part in my taxable estate.

ITEM II. In the event at the date of my death I have a power of appointment, the value of which is includable in my gross taxable estate for estate, inheritance or succession tax purposes, I hereby exercise such power to the extent and in the amount equal to such estate, inheritance or succession taxes levied or assessed against my executor, or my estate, or any beneficiary or which may be occasioned by death, which result from the superimposing on my taxable estate the property subject to such power of appointment; and I direct that said taxes shall be payable out of such property, and if my executor is required to pay any such taxes, he shall have the right and duty to recover such amounts of all such taxes from the property subject to such power of appointment or from the beneficiary or beneficiaries thereof. I also exercise such power to the extent necessary to pay any debts and expenses of my estate if my other assets are insufficient for such purpose.

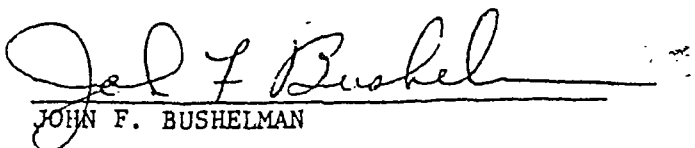

JOHN F. BUSHELMAN

ITEM III. A. I give and bequeath, absolutely to my spouse, JULIE H. BUSHELMAN, provided she survives me, all articles of furniture and household equipment which I may own at the time of my death, together with all policies of insurance relating to these items. If my spouse does not survive me, said items shall pass to my children in the manner set forth in Item III B.

B. I give and bequeath all other articles of tangible personal property including but not limited to books, clothing, and automobiles to my children who survive me for a period of thirty (30) days, to be divided among them by themselves or otherwise disposed of as they see fit. If any of my children is then a minor, or if my said children have not agreed as to the division of the remainder of such articles of tangible personal property within three (3) months after the appointment of my executor, then the same shall be divided by my executor among my said children in as nearly equal shares as practicable, as my executor in his sole judgment and discretion may determine. The receipt of any minor child, or of his or her custodian or guardian, shall be a sufficient acquittance and discharge to my executor.

C. In the event that none of the aforementioned persons survive me, said tangible personal property shall pass under Item VI as a portion of my residuary estate.

ITEM IV. A. I give and devise absolutely to my spouse, JULIE H. BUSHELMAN, provided she survives me, all my right, title and interest, if any, in the real property which I occupy or use with her for our


JOHN F. BUSHELMAN


residence. In connection thereto, I give and devise to my spouse, JULIE H. BUSHELMAN, provided she survives me, that amount of money necessary to pay off completely the remaining outstanding balance owed on the first mortgage on said residence at the time of my death.

B. Should my said spouse fail to survive me, such real property shall pass under Item VI as a portion of my residuary estate.

ITEM V. A. I give and bequeath absolutely to my spouse, JULIE H. BUSHELMAN, provided she survives me, all of the shares of stock I own at the time of my death in Sharon Amusement, Inc.

B. Should my said spouse fail to survive me, said shares of stock shall pass under Item VI as a portion of my residuary estate.

ITEM VI. A. All the rest, residue and remainder of my estate, both real and personal, of whatever nature, kind and description and wherever situate which I have the right to dispose of by will at my death, but expressly excluding any property which I have the power to appoint by will (except to the extent appointed in Item II hereof), I give, devise and bequeath to WILLIAM A. BUSEMEYER, of Cincinnati, Ohio, or his successor or successors, as Trustee under the Trust to be added to the property then held in trust by him, and to be held, administered and disposed of by him as such Trustee, for the uses and purposes and for the benefit of the persons and upon the terms set forth in said Trust as it exists at the date of my death.

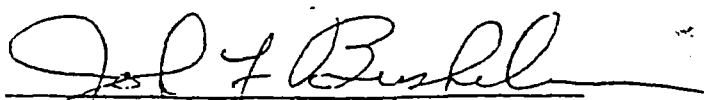

JOHN F. BUSHELMAN

B. The receipt of the Trustee under said agreement shall be a full acquittance and discharge to my executor hereunder for the property so paid over, it being my intention, and I so direct, that upon the transfer by my executor of the said residue of my estate to the said Trustee, the administration of my estate shall cease and the said Trustee shall not be required to account to the Probate Court or other court or be subject to the control of the Probate Court or other court in the administration of the Trust.

ITEM VII. I intentionally make no provisions for any of my issue, next of kin or any person except as provided in this will or the Trust.

ITEM VIII. Notwithstanding the provisions of any law establishing a different presumption of order of death or providing for a survivorship for a fixed period as a condition of inheritance of or succession to property of a decedent, I direct that if my spouse or any heir-at-law, legatee, or devisee fails to survive me by thirty (30) days, then such spouse, heir-at-law, legatee, or devisee shall be deemed to have predeceased me and the provisions of my will shall be construed upon that assumption.

ITEM IX. A. I hereby nominate and appoint as executor of this my Last Will and Testament, WILLIAM A. BUSEMEYER. If he should fail, decline or be unable to serve or to continue to serve, I nominate and appoint THE FIRST NATIONAL BANK as successor executor.


JOHN F. BUSHELMAN

B. I direct that no bond be required of any person or corporation serving in the capacity of executor.


C. I direct that no successor executor, corporate or individual, shall be chargeable with or responsible for any of the acts or omissions of any predecessor executor; and each successor executor shall be fully protected in assuming the accounts and acts of each predecessor executor to be correct.

ITEM X. A. I hereby grant to my executor continuing, absolute, discretionary power to deal with any property, real or personal, held in my estate as freely as I might in the handling of my own affairs and as though he owned such property individually. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority. Without in any manner limiting the generality of the foregoing, I hereby grant to my executor the following specific powers and authority in addition to, but not in substitution of, powers conferred by law:

1. To adjust and compromise debts or claims in favor of or against my estate.

2. To borrow money, including authority for any corporate executor to borrow from itself in its nonfiduciary capacity and to pledge trust assets as security for any loan.

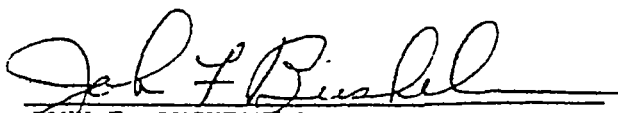
3. To sell, at public or private sale, transfer, assign, convey, exchange, option, lease, pledge, mortgage or otherwise dispose of any investments, securities or other property, real or


JOHN F. BUSHELMAN

personal, held in my estate without appraisal, valuation, advertisement, notice, court order or other legal formality, and for such amount and on such terms as he may deem advisable (including a term of years irrespective of the duration of the administration of my estate).

4. To employ a licensed real estate broker or brokers, including the Real Estate Department of any corporate executor, its parent or affiliates, in connection with the sale of any real property held in my estate, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale, or if such sale is made by said Real Estate Department, either alone or in cooperation with another broker or brokers, to pay my executor extra compensation for its services, and the reasonableness of such commission or compensation may be determined by reference to the schedule of fees and commissions generally charged for such services by licensed real estate brokers of the area in which any such real property is located.

5. To retain any of the original property received by him, regardless of its character or whether or not it is such as is authorized by law for investment by fiduciaries, for such time as he deems best, and to invest and reinvest the proceeds of the sale of any property, or any cash, in any property, real or personal, as he deems advisable, including participation in any common trust fund established and maintained by any corporate executor for collective investment of fiduciary funds, whether or not it is of the character authorized by law for investment by fiduciaries. My executor is authorized to retain as,


JOHN F. BUSHELMAN

or invest in, an asset of my estate any securities issued by any corporate executor, its parent or affiliates.


6. To exercise or not exercise, as he may determine, all rights of ownership incident to any securities he may hold, including but not limited to the right to vote on any matter and to give proxies or execute consents.

7. To hold any property in the name of a duly appointed nominee.

8. To own, manage, maintain, improve, insure and otherwise exercise incidents of ownership as to any real properties in his absolute discretion.

9. To make any income or principal distribution of my estate in kind, or partly in kind and partly in money, or to divide any personal property or any real property or interest therein, whether it is legal or equitable, and make such distribution or division at such valuation as he may in good faith establish therefor, and all persons shall be bound by the division so made; and if my executor considers it inadvisable to divide any real estate held in my estate, my executor may convey such real estate to the beneficiaries entitled thereto as tenants in common according to their respective interests.

10. To permit any beneficiary of my estate to enjoy the use and benefit of any residential real estate, household goods, chattel or other tangible personal property from the date of my death, until the date of sale or distribution, which my executor may receive in kind, and my executor shall not be liable for any consumption,



JOHN F. BUSHELMAN

damage, injury to or loss of any property so used. The beneficiaries of my estate shall not be liable for any rent or non-negligent consumption, damage, injury to or loss of any property so used.

11. To file a joint federal income tax return of the income of my spouse and myself for any period or periods for which such a return may be permitted, and I request my executor to do so if the same appears to bring about less taxes than the aggregate amount payable on separate returns; and to pay all, or such part as my executor and my spouse may agree, of any balance of tax shown on any joint return and any additional tax, interest and penalty thereon.

12. To claim as income tax deductions, all or any portion of the expenses of administration of my estate, expenses for my medical care which are paid out of my estate during the first year after the date of my death and any other payments which my executor may elect to claim either as income tax deductions or as estate tax deductions, and also to elect the alternative valuation dates for the items included in my gross estate for estate tax purposes, and I direct my executor to do so whenever any such election may appear to my executor to bring about less aggregate income and estate taxes imposed upon my estate and/or on the income therefrom and/or on the income received by the beneficiaries from my estate.

13. To employ legal counsel or other agents in any matter in connection with the administration of any of my estate, such as agents for the collection of rentals or the management or sale of any property, real or personal, and pay such fees, compensation and expenses


JOHN F. BUSHELMAN

in connection therewith as my executor deems reasonable under the circumstances.

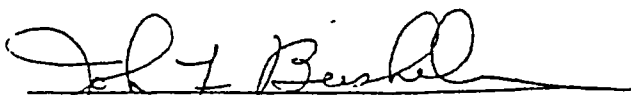
B. No person or entity purchasing or leasing property from, or lending money to, or otherwise dealing with my executor need inquire into the purpose or propriety of any sale, transfer, assignment, conveyance, exchange, option, lease, pledge, mortgage or other disposition of property in my estate, or to the application of the proceeds of any such transaction, and the receipt by my executor shall be a complete acquittance and discharge of such person or entity for the amount paid.

ITEM XI. A. Whenever the context requires, the gender of any noun or pronoun shall be construed to mean the masculine, feminine or neuter, whichever is applicable; and the singular number of any noun or pronoun shall be construed to mean the plural, and the plural, the singular.

B. Whenever the context requires, the term executor, as used in this will shall be construed to mean the masculine or feminine, original or successor.

C. For all purposes under this will, whether for the determination of relationships or otherwise, adopted children, whether of mine or any other person, shall be considered to have and shall be given exactly the same status as natural born children.

IN WITNESS WHEREOF, I have hereunto set my hand to this, my Last


JOHN F. BUSHELMAN

Will and Testament, consisting of this and ten (10) other typewritten pages each bearing my signature at the bottom, this 6th day of May, 1981.

John F. Bushelman
JOHN F. BUSHELMAN

The foregoing instrument consisting of eleven (11) typewritten pages, was signed, acknowledged and published by JOHN F. BUSHELMAN as and for his Last Will and Testament, in our presence, and in the presence of each other this 6th day of May, 1981.

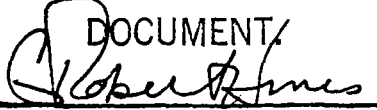
Jennie Siglock RESIDING AT 4022 W Liberty
Cinto Ohio 45205

James H. Smith RESIDING AT 3413 D Traskwood Dr
Cincinnati Ohio 45208

Jay R. Langerbahn RESIDING AT 6551 Ruppelwood Lane
Cincinnati, Ohio 45223

THIS IS A TRUE AND
EXACT COPY OF THE
ORIGINAL ~~RECORDED~~

DOCUMENT



G. ROBERT HINES

TRUST AGREEMENT

COPY

THIS AGREEMENT made, executed and delivered in the City of Cincinnati, Hamilton County, Ohio, on the 6th day of May, 1981, by and between JOHN F. BUSHELMAN of Cincinnati, Hamilton County, Ohio, (hereinafter called "Grantor"), and WILLIAM A. BUSEMEYER, of Cincinnati, Ohio, (hereinafter referred to as "Trustee").

SECTION 1 - TRUST PROPERTY

1.01 The Grantor has delivered and caused or will cause to be made payable to the Trustee, as beneficiary on the death of Grantor, the policies of insurance on the life of Grantor and/or other property described in Schedule "A", hereto attached and made a part hereof, and has caused or will cause to be made payable to the Trustee as beneficiary on the death of the Grantor, the death benefits under certain employee benefit plans in which Grantor is a participant.

1.02 TO HAVE AND TO HOLD the said policies of insurance and/or other property and such additional policies of insurance and such other property as may be added hereto in accordance with the terms of this agreement unto the Trustee and its successors, including any corporation, association or other form of business organization into which it may be converted or merged or to which it may transfer substantially all of its assets and goodwill, IN TRUST, HOWEVER, for the following uses and purposes, and subject to all the terms and conditions hereof.

SECTION 2 - RIGHTS OF GRANTOR

2.01 The Grantor retains and reserves the following rights which he may exercise at any time during his life:

2.01.1 Except as hereinafter provided in paragraph 2.02, the Grantor may at any time or times modify, alter, or revoke this agreement, in whole or in part, by instrument or instruments in writing delivered to the Trustee; provided, however, that the duties, powers and liabilities of the Trustee shall not be substantially changed or increased without its written consent; and upon notice from Grantor, the Trustee is to return to or deliver for Grantor any and/or all of the policies of life insurance, or other property that the Trustee may be holding under the terms hereof. Any revocation or amendment not requiring the Trustee's written consent shall be effective upon the execution of said revocation or amendment by the Grantor.

2.01.2 Except as hereinafter provided in Section 2.02, the Grantor may withdraw, from time to time, upon written notice to the Trustee, any or all of the property comprising the trust estate.

2.01.3 The Grantor may exercise all rights, powers, privileges, benefits, options and elections under any policies of life insurance delivered to the Trustee as hereinabove provided, including without limitation the right to change the beneficiary or beneficiaries under any such policy from time to time, and borrow upon any such policy in accordance with the provisions thereof and pledge the same as security for any such loan, and receive all payments, dividends, surrender values, disability payments, benefits or privileges of any kind which accrue on account of any said policies during the Grantor's lifetime.

2.01.4 The Grantor may direct the Trustee to retain any investment at any time held by it hereunder or direct the Trustee to sell or exchange

any such investment and to designate stocks, bonds, or other property, real or personal, in which the trust funds or any reinvestments thereof shall be invested, or direct the manner of voting proxies issued with respect to any stock hereunder, provided, however, that the Trustee shall be under no liability for any loss arising from any action taken or omitted to be taken by the Trustee at the direction of the Grantor, it being the intent of the Grantor that so long as Grantor is alive and legally competent, the Trustee shall act solely in an advisory capacity as to property deposited by Grantor.

2.02 The Grantor may, from time to time, add other personal or real property, including policies of life insurance, to the trust estate and place such property within the operation of all of the terms and conditions hereof. Any other person, firm or corporation, including the Grantor's attorney-in-fact, may add such property to the trust estate. The Trustee shall accept such property, provided it may lawfully do so and provided that it is of the character normally acceptable by trustees generally, whether such property is conveyed or delivered to it or whether it is devised or bequeathed to it by Will. In the event the Trustee shall receive, prior to Grantor's death, any property to be held under the terms of this trust, from any person (whether by such person's last will and testament or otherwise) other than Grantor, then the Grantor shall have no right to modify, alter or revoke this agreement with respect to any such property so received by the Trustee, nor shall the Grantor have any right to withdraw any part or all of the principal so received by the Trustee from any person other than Grantor, it being Grantor's intent that the property so received from any person other

than Grantor shall be held and administered by the Trustee for the benefit of the persons and upon the terms of this trust as it existed at the date the Trustee received any property from any person other than the Grantor. Upon the death of the Grantor, any such property shall be added to Trust B as hereinafter provided.

SECTION 3 - DISTRIBUTIONS DURING LIFE OF GRANTOR

3.01 If, at any time during the life of the Grantor, the trust estate includes any income-producing assets, the Trustee shall pay the net income of the trust to the Grantor at least quarter-annually, or in such other manner as directed by the Grantor in writing.

3.02 If, in the sole opinion of the Trustee, the Grantor has become incapacitated or incompetent, during any such period of disability the Trustee shall have full power and authority, in its sole discretion, to use the net income and, if necessary, all or any part of the principal of the trust for the maintenance and support of the Grantor, to pay it out for his use and benefit, and to do whatever it may deem necessary or proper for the Grantor's support, maintenance, medical care and comfort. During any such period, the Trustee shall also have the power and authority to use the net income and, if necessary, all or any part of the principal for the support, maintenance, medical care and comfort of the Grantor's spouse, JULIE H. BUSHELMAN, and any of the Grantor's children, and the Trustee may pay such income and principal directly to such beneficiary or beneficiaries for such purpose. Any annual net income not so paid or expended by the Trustee during any period of such incompetency shall be added to the principal of the trust.

SECTION 4 - INSURANCE POLICIES

4.01 The Trustee assumes no responsibility in respect to the

validity or enforceability of any policy of insurance or assignment thereof now or hereafter delivered to it hereunder, and/or made payable to it hereunder, nor in respect to the payment of any premiums or other amounts that may be due, or may become due, or payable on any other policies, nor does it assume the responsibility of doing anything else that may be required in order to keep said policies in force.

4.02 The Trustee shall, after receiving notice of the death of Grantor, prepare, serve and file notices and proofs of death, and take such action as in its discretion may be necessary to collect the amounts due it from time to time upon said policies of insurance, provided, however, that the Trustee shall not be required to institute any proceedings to collect the proceeds of any said policy of life insurance unless it holds funds hereunder sufficient for that purpose, or unless it has been indemnified to its satisfaction for all expenses and liabilities to which it may in its judgment be subjected by such action. It shall have full authority to receive any and all such amounts as may be payable to it and its receipt therefor shall be a full and complete release to the insurer, who shall be under no obligation to see to the application of the insurance money.

4.03 In case of any dispute concerning the amount which the Trustee shall be entitled to receive under the terms of any policy of insurance held by it hereunder, the Trustee is hereby authorized, in its absolute and uncontrolled discretion, to compromise and effect a settlement with the insurer, and any settlement so effected by the Trustee in good faith shall be binding and conclusive upon all persons interested hereunder.

4.04 Any optional mode of settlement granted to the Grantor, as

the insured, or to his beneficiaries, by the respective life insurance companies under the provisions of the policies of insurance on the life of the Grantor, deposited hereunder with and/or made payable to the Trustee, may be exercised by the Trustee in its sole discretion, upon the maturity of the life insurance policies, by reason of the death of the Grantor.

SECTION 5 - DISPOSITION OF TRUST FUND UPON GRANTOR'S DEATH

5.01 Upon the death of Grantor, the proceeds of all policies of insurance which are then payable to the Trustee and all other property then held in trust, including all accrued and accumulated but undistributed income thereof, and any property passing to the Trustee from the Grantor's testamentary estate (unless otherwise allocated in Grantor's Will) shall be divided by the Trustee and held and distributed by the Trustee as hereinafter provided.

5.01.1 In the event Grantor's wife, JULIE H. BUSHELMAN, shall not survive Grantor and if any living child of Grantor is then under the age of twenty-one (21) and has no known parent (hereinafter referred to as a "Qualified Minor" or "Qualified Minors") one (1) part (to be designated the "Qualified Minor's Trust") shall consist of property equal in value to the maximum orphan's exclusion allowable under Section 2057 of the Internal Revenue Code of 1954 as created by the Tax Reform Act of 1976, and as amended from time to time, less the aggregate value of all other property included in such orphan's exclusion which passes or has passed from the Grantor to a Qualified Minor by Grantor's Will or otherwise; provided, however, that if there would be no federal estate tax payable because of Grantor's death, should the property passing hereunder be

reduced to less than the maximum orphan's exclusion, the amount of property to be set aside under this paragraph shall be reduced so that the value thereof shall equal the least amount which, after taking into account all credits and other deductions available in determining the federal estate tax payable because of Grantor's death, shall result in the payment of no federal estate tax.

5.01.2 The part remaining after the Qualified Minor's Trust have been set aside and established as above provided, or the entire trust estate in the event no Qualified Minors survive Grantor, shall be separately held by the Trustee in a trust to be designated as Trust B.

5.02 For purposes of distributions to be made pursuant to this Section 5, if any Qualified Minor of Grantor shall die simultaneously with Grantor, or under such circumstances as to render it impossible to determine who predeceased the other, it shall be conclusively presumed that the such Qualified Minor survived him. Further, for purposes of this Section, if any Qualified Minor of Grantor in fact survives Grantor, regardless of the duration of such survival, she or he shall be deemed to have survived Grantor, notwithstanding any statute to the contrary.

SECTION 6 - ALLOCATIONS OF PROPERTY

6.01 Allocations of property to the trust funds may be made at the Trustee's discretion wholly or partly in kind by allocating specific securities or other personal or real property or undivided interests therein as a whole or a part of such funds at values as finally determined for federal estate tax purposes to the extent included in the gross estate. Only assets which qualify for the orphan's exclusion shall be allocated to the Qualified Minor's Trust or sold to raise cash to place

in the Qualified Minor's Trust. The Grantor directs that any Qualified Minor shall have the power at any time and from time to time to compel the Trustee to convert forthwith any non-income producing property held at any time in The Qualified Minor's Trust to income producing property by delivering to the Trustee a written directive to that effect.

6.02 Assets which do not qualify for the orphan's exclusion shall not be distributed to the Qualified Minor's Trust. Furthermore, as long as there is cash or other property available, no property shall be distributed to the Qualified Minor's Trust with respect to which either (i) a credit or deduction is allowed against the federal estate tax upon Grantor's estate, or against any state death tax, or any other inheritance, succession, estate or other similar taxes imposed with respect to such property by any taxing authority; or (ii) a credit or deduction is allowed for federal income tax purposes because it shall be subject to both federal income tax and federal estate tax, if the distribution of such property to the Qualified Minor's Trust would result in the loss of such deduction or credit.

6.03 The determination of the Trustee as to the particular securities, cash, real estate or other property to be so allocated to any fund shall be final, binding and conclusive upon all persons whomsoever; provided, however, that the assets to be allocated to the trust funds shall be selected by the Trustee in such manner that the assets so allocated shall have an aggregate fair market value fairly representative of each fund's proportionate share of the appreciation or depreciation in value for federal estate tax values to the date, or dates, of allocation of all property then available for allocation to the various trust funds,

and provided further that in making such allocation the Trustee shall carry out the intention of the Grantor that the property allocated to the Qualified Minor's Trust shall qualify for and be included in the orphan's exclusion, allowed for federal estate tax purposes, and the powers granted with respect to such allocation shall be so construed and limited and so exercised as to accomplish that purpose. No federal estate, or state inheritance or state estate taxes paid or payable by the Trustee shall in fact be deducted from or charged against the Qualified Minor's Trust.

SECTION 7 - DISTRIBUTIONS FROM TRUST FUNDS

7.01. The Qualified Minor's Trust shall be held and administered on the following terms and conditions:

7.01.1 The Trustee shall hold the Qualified Minor's Trust as a single fund for all Qualified Minors of Grantor for whom the Trustee set aside amounts under paragraph 5.01.1. The Trustee may pay any part or all of the net income to or for the benefit of any one (1) or more of a group composed of the Qualified Minors, in such proportions and amounts and at such times as shall be necessary, in the Trustee's discretion, to provide for their respective support, maintenance, welfare and education (including college, graduate and professional school). Any undistributed income shall be accumulated and added to principal.

7.01.2 The Trustee may also pay so much of the principal of the Qualified Minor's Trust to or for the benefit of any one (1) or more of a group composed of the Qualified Minors in such proportions and amounts and at such times as shall be deemed necessary, in the Trustee's discretion, to provide for their respective comfortable support, maintenance,

welfare and education (including college, graduate and professional school), giving consideration to the income and available property of each child in determining their respective needs.

7.01.3 At that date when no one of the living Qualified Minors is under age twenty-three (23), the Trustee shall divide the Qualified Minor's Trust on a pro rata basis, one (1) share for each said Qualified Minor then living. One (1) such share shall be distributed to each then living Qualified Minor. If at any time during the term of this Qualified Minor's Trust, no Qualified Minor shall be living, the undistributed balance of the Qualified Minor's Trust shall be distributed to Trust B, and shall thereafter be managed, controlled and ultimately distributed in accordance with the provisions that control Trust B.

7.02 Trust B shall be held and administered on the following terms and conditions:

7.02.1 The Trustee shall pay to the executor or administrator of the estate of the Grantor from the principal of Trust B such amount or amounts as such executor or administrator may from time to time request in writing for the payment by such executor or administrator of all gift taxes, personal property taxes or assessments payable by Grantor's executor or administrator, and all income tax for which Grantor or his estate may be liable for any period prior to and including the calendar year in which the Grantor died, and all inheritance, succession and/or estate taxes payable by Grantor's executor or administrator or by any beneficiary of his estate or under this agreement [excluding generation skipping inheritance, succession or estate taxes, state and federal, and all additional tax under Section 2032(A)(c) of the Internal Revenue Code

of 1954, as amended], and to pay the expenses of administration of his estate and any debts of Grantor's estate allowed by his executor or administrator and any cash bequests that may be contained in Grantor's last will and testament, or the Trustee may discharge any such obligations and bequests directly as it may in its discretion determine. In so doing, the Trustee shall first apply assets therefrom which are otherwise includable in Grantor's gross estate for federal estate tax purposes. No claim shall be made against any such beneficiary for whom such tax or taxes are paid. Notwithstanding the foregoing, life insurance proceeds shall not be applied to the discharge of any debts, other than expenses of administration of Grantor's estate and taxes, as set forth above; provided, however, if there are insufficient liquid assets in Trust B to pay all of such debts and administrative expenses, the Trustee may, to the extent of such insufficiency, purchase assets from Grantor's estate with insurance proceeds, as shall be determined in the Trustee's discretion. In no event shall life insurance proceeds or any other assets included in Trust B at Grantor's death be used to discharge any non-contractual claims or obligations of the Grantor's estate other than taxes. No such tax, bequest or other charge, or any interest thereon, shall be charged by the Trustee against the share of the principal or income of any surviving joint tenant, donee, legatee, devisee, insurance beneficiary, or trust beneficiary, so long as the described portion of Trust B shall be sufficient to pay the same. All sums paid by the Trustee under the provisions of this paragraph shall be free from this trust and in making any such payments the Trustee may rely and act upon the written request of Grantor's executor or administrator and need not

be concerned as to the validity or correctness of any such tax, expense, debt or bequest, nor look to the application of any amounts so paid by it to such executor or administrator.

7.02.2 Upon the death of the Grantor the Trustee shall divide the then remaining principal and all accrued and accumulated but undistributed income of Trust B (after the payment or after setting aside assets sufficient in the opinion of the Trustee to provide for the payment of taxes, expenses, debts and bequests as aforesaid) into that number of separate equal trusts as equals (a) the number of Grantor's children then deceased who leave issue then surviving, plus (b) the number of Grantor's children then living, and shall pay over and distribute the principal and income of said trust as follows:

7.02.3 With respect to the separate trust created for each deceased child of Grantor who has then living issue, the principal and accumulated income, if any, thereof shall be paid to the then living issue of such deceased child, per stirpes, subject, however, to the provisions of paragraph 8.01, below.

7.02.4 With respect to the separate trust created for each living child of Grantor, the Trustee shall distribute the net income and principal of their respective trust as follows:

(a) Until the child for whom such trust is created attains the age of twenty-five (25) years, the Trustee, in its sole discretion, may utilize so much of the net income and principal of such trust as may be necessary to provide for such child's comfortable support, maintenance, education and welfare. Any net income not so utilized shall be accumulated and added to the principal of such child's trust estate.

(b) When such child for whom such trust is created attains the age of twenty-five (25) years, the Trustee shall thereafter pay over to such child the net income of his or her respective trust estate, in annual or more frequent installments, and shall distribute the principal of such trust estate to the Grantor's said child, at his request, as follows:

One-third ($1/3$) thereof, absolutely when such child attains the age of thirty (30) years;

One half ($1/2$) of the balance thereof when such child attains the age of thirty-five (35) years;

The balance thereof, together with any accumulated income, absolutely, when such child attains the age of forty (40) years.

The Trustee is authorized at any time or from time to time to accelerate the said distributions of principal, in whole or in part, to any of the Grantor's children for their comfortable support, maintenance, medical care and education. The determination of the Trustee as to the amount or amounts necessary therefor shall be final, binding and conclusive upon all persons whomsoever.

7.02.5 Should any of the GRANTOR'S children die during the continuance of the respective trust created for him or her, the TRUSTEE shall pay and/or deliver over the principal and/or accumulated but undistributed income of such child's trust estate to the issue of such deceased child then living, per stirpes, subject to the provisions of paragraph 8.01 below, or if no issue of such deceased child be then living then to the issue of GRANTOR then living, per stirpes, provided, however, that the share if any, passing to any of GRANTOR'S issue for

whom the TRUSTEE is then holding assets under the terms of this Trust Agreement, shall be added to such issue's original share held under the terms of this agreement and such assets shall become a part of such Trust B and be held and/or distributed under the same terms and conditions as are provided for such issue's original share of Trust B; or if there be no such issue of such child or of GRANTOR then living, then to the persons then living who would be entitled to receive distribution of GRANTOR'S estate had he died intestate immediately after the death of such child, such persons and the proportions which each takes to be determined in accordance with the laws of descent and distribution then in force and effect in Ohio.

7.02.6 Should the Trustee determine that any one (1) or more of the trusts hereunder (other than the Qualified Minor's Trust) is so small as to be deemed economically unfeasible for management under this trust agreement, the Trustee may, in its discretion, terminate any such trust and distribute all accrued and undistributed income and principal, free of trust, to the then income beneficiary or for his, her or their benefit, or the guardian, parent or custodian for any such beneficiaries. Any such distribution made by the Trustee shall be final, binding and conclusive upon all persons whomsoever and shall be a full discharge and acquittance to the Trustee in its performance of this trust agreement.

7.02.7 If at the death of the Grantor, no child or issue of a deceased child of Grantor shall be living, the Trustee shall thereupon distribute the principal of Trust B remaining after the payment of taxes, debts, expenses and bequests hereinbefore referred to, to the persons then living who would be entitled to receive distribution of

Grantor's estate had he died intestate at that time, such persons and the proportions each takes to be determined in accordance with the laws of descent and distribution then in force and effect in the State of Ohio. In making distribution under the foregoing provisions, the Trustee may act on the information and evidence available to it, and any distribution made by it in good faith and on evidence it may obtain from members of Grantor's family or his collateral relatives shall be a full discharge and acquittance to the Trustee in its performance of this trust agreement, and any person feeling aggrieved by such distribution shall pursue his remedy, if any, against the distributees and not against the Trustee.

SECTION 8 - DEFERRAL OF DISTRIBUTIONS

8.01 With respect to any share vesting in and payable pursuant to the foregoing provisions of paragraph 7.02.3 or paragraph 7.02.5 to any issue of Grantor's children who are then under the age of twenty-one (21) years, the Trustee shall continue to hold his or her share until such issue attains the age of twenty-one (21) years, at which time the principal and all accrued and accumulated but undistributed income of such issue's share shall be paid over and distributed to him or her. In the meantime, the Trustee shall pay to or for the benefit of such issue so much of the net income and of the principal of such issue's share as the Trustee in its sole discretion deems necessary and proper for the comfortable support, maintenance, medical care and education of such issue. Should any such issue die before attaining the age of twenty-one (21) years, the principal and all accrued and accumulated but undistributed

income so held for such issue shall be paid over and distributed to his or her estate.

8.02 When any payments of income or principal of any trust estate become payable or may be paid to any beneficiary who is at such time a minor or who, in the sole judgment of the Trustee, is mentally or physically incapacitated for any reason, then such payments may be made by the Trustee to such beneficiary or for such beneficiary's comfortable support, maintenance, medical care and education, or to the guardian or custodian of such beneficiary if there be such guardian or custodian or to a parent of such beneficiary, in the sole and continuing discretion of the Trustee, and the receipt of any person to whom payment is so made shall be a sufficient receipt and acquittance to the Trustee.

SECTION 9 - RULE AGAINST PERPETUITIES

9.01 Notwithstanding anything to the contrary herein contained, if any trust estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last survivor of Grantor and Grantor's issue living at the date of Grantor's death, then on the day before the twenty-first (21st) anniversary of the death of the last survivor of Grantor and Grantor's issue living at the date of Grantor's death, such trust estate shall, nevertheless, vest in the person or persons then entitled to receive the income therefrom, and the principal and all accrued and accumulated but undistributed income of such share shall be paid over and distributed to such person or persons in the proportions that such person or persons are then entitled to receive income.

SECTION 10 - "CHILD" "CHILDREN" AND "ISSUE"

10.01 Wherever the word "child" or "children" is used herein, it shall include the lawfully adopted child or children of Grantor, and wherever the word "issue" is used it shall be construed as meaning lineal descendants and also as including persons adopted as well as those of the blood.

SECTION 11 - RENUNCIATION OF INTEREST; ACCELERATION

11.01 The renunciation, surrender, release or disclaimer by any beneficiary of any interest of his or hers in any trust created by this trust agreement shall accelerate all other interests therein (including other interests which may be held by him or her) in the same manner as would have his or her death at the same time, but only as to such renounced, surrendered or released or disclaimed interest.

SECTION 12 - POWERS OF THE TRUSTEE; TRUST ADVISOR

12.01 The Trustee shall have all the powers and authorities which are now or may hereafter be conferred by law upon trustees and, in addition, the Trustee shall, subject to the limitations of paragraph 12.02 hereof, in the administration of the trust have full power and authority:

12.01.1 To hold, manage, maintain, improve, preserve and control all of the property in the trust estate; to collect and receive all dividends, interest, rent and other income thereof and to pay all taxes, ~~expenses~~, costs, charges, claims, demands and liabilities imposed upon, incurred or arising in connection with the trust estate or the property therein and the administration and management thereof in such manner as it may in its sole discretion deem advisable.

12.01.2 To purchase, invest and reinvest the trust funds in, and to sell, change and exchange, such stocks (including by way of example only stock of the corporate Trustee hereunder, its parent company and/or affiliates), bonds or other investments or property, real or personal, as it may in its discretion deem advisable, including participation in any Common Trust Fund established and maintained by the Trustee for the collective investment of fiduciary funds, all without reference to the laws of any state, court order, or the rules of any court governing the investments of trustees; except, however, that any investment or reinvestment in stock of the corporate Trustee hereunder, its parent company and/or affiliates, shall be made only upon the direction of Grantor during Grantor's lifetime, or, after Grantor's death or during any period when Grantor may be unable to act for any reason, upon the direction of a majority of the adult beneficiaries then entitled to receive or who in the Trustee's discretion may then receive income hereunder, or as otherwise permitted by law. Any sale or other disposition of any property may be for cash or upon such terms of credit or otherwise as the Trustee may in its sole discretion deem advisable. No purchaser or purchasers of property from the Trustee shall have any duty to see to the application of the purchase money.

12.01.3 To hold and retain any of the property coming into its hands hereunder (including by way of example only any shares of stock of THE FIRST NATIONAL BANK, its parent company and/or affiliates) in the same form of investments as that in which it shall have been received without liability for loss or depreciation resulting from such retention,

although it may not be of the character of investments permitted by law to trustees and although it represents a large percentage of the total property of the trust estate.

12.01.4 To borrow such amount or amounts of money from its own banking department or from any other person, firm or corporation upon such terms and conditions as it may in its sole discretion deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give plain or collateral notes therefor with or without power of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the property in the trust estate. No lender need inquire into the necessity for or the propriety of such loan or loans nor see to the application of the money loaned.

12.01.5 To take, hold, or transfer any of the securities or other property in the trust estates in its name as Trustee, in or to bearer form or in the name of a nominee without disclosing any fiduciary relationship, but such registration shall neither increase nor decrease the liability of the Trustee.

12.01.6 To convey, with or without warranty, lease perpetually, or for a term of years, irrespective of the period of the trust, with or without privilege of purchase, transfer or exchange any property held in the trust estates at any time at such prices and upon such terms and conditions and in such manner as it may in its sole discretion deem advisable.

12.01.7 To accumulate and retain cash in all trusts other than the Qualified Minor's Trust and keep the same uninvested for such length

of time as it may in its sole discretion deem advisable and in its sole discretion to invest in and retain non-income producing securities or property and wasting assets in all trusts other than the Qualified Minor's Trust.

12.01.8 To purchase, upon the request of the executor or administrator of Grantor's estate, securities or other property, real or personal, from the executor or administrator of Grantor's estate. The Trustee shall not be responsible or liable for any loss resulting to the trust estates by reason of any such purchase.

12.01.9 To determine in cases of its doubt whether money or property coming into its possession shall be treated as principal or income, or apportioned between principal and income; to charge expenses, losses and taxes (either on income or on property) to principal or income, or to apportion between principal and income, as it may in its sole discretion deem proper. If securities are taken or purchased for the trust estate at a premium or at a price greater than their par value, the Trustee shall not be required to amortize such premiums or to set aside any part of the income as a sinking fund to retire or absorb such premiums and if securities are taken or purchased for the trust estates at a discount, or at a price less than their par value, the Trustee shall not be required to treat or accrue as income any part of such discount.

12.01.10 To exercise all rights with respect to any stocks, bonds or other securities or property, real or personal, held by it, and all persons, firms and corporations are authorized to deal with the Trustee in connection with said property as if it were the sole owner thereof.

12.01.11 To commingle, invest and keep invested all or any part of the property of the trust estates held hereunder in one fund, allocating to each such trust an undivided interest in the fund in proportion to such trust's contribution thereto.

12.01.12 To employ or consult with such agents, advisors and legal counsel, other than its own regular employees, as it may in its sole discretion deem advisable in connection with its duties hereunder, and to determine and pay such persons, firms or corporations the reasonable value of their services.

12.01.13 To compromise and adjust any and all claims in favor of or against the trust estates upon such terms as it may in its sole discretion deem advisable and in case of any litigation in connection with the trust estates, to arbitrate, settle or adjust any matters in controversy, upon such terms as it may in its sole discretion deem advisable.

12.01.14 To give proxies for corporate stocks, bonds or other securities with or without power of substitution, or to vote in person such stocks or securities at corporate meetings, and also to consent to or approve such corporate changes as shall to it seem advisable; and to exercise or sell any options, rights or privileges with respect to any stocks, bonds or other securities held in the trust estates; provided, however, that shares of stock issued by the corporate Trustee, its parent company and/or affiliates, and held hereunder shall be voted by the Trustee with respect to the election of its directors, or proxies given to others for such purpose, only if and as directed in writing by the Grantor during his lifetime, or, after his death or during any

period when he may be unable to act for any reason, upon the written direction of a majority of the adult beneficiaries then entitled to receive or who in the Trustee's direction may then receive income hereunder, or as otherwise permitted by law.

12.01.15 To make, execute and deliver all contracts, deeds, assignments, powers and other instruments, and to do, in general, any and all things for the preservation and management of the trust estate which it may in its sole discretion deem advisable.

12.02 The administrative and discretionary powers granted to the Trustee under the provisions of this agreement shall be exercised by it in such manner as not to diminish in any manner the full beneficial enjoyment of any of the children of Grantor in the property held in the Qualified Minor's Trust. In the exercise of its powers and duties hereunder, the Trustee shall use the same judgment and care that a prudent individual would use if he were the owner of such trust assets, and to the extent that the exercise by the Trustee of any of the powers herein conferred upon it would disqualify the Qualified Minor's Trust for the orphan's exclusion allowed for federal estate tax purposes for property passing to a Qualified Minor under applicable laws and regulations, then and to such extent, such powers shall be disregarded and become inoperative.

12.03 After the death of Grantor, then WILLIAM A. BUSEMEYER and GEORGE BUSHELMAN, of Cincinnati, Ohio, are hereby designated as Trust Advisors (hereinafter referred to as "Advisor") under this agreement. The Advisor shall have the following functions and authority:

12.03.1 Notwithstanding any other provision of this trust, after the death of Grantor, the Trustee shall not sell, transfer, assign,

encumber, lease or sublet the interest of the trust estate in any real estate without the express written consent of the Advisor. Any sale, transfer, assignment, encumbrance, lease or sublease of these premises shall be made by the Trustee if directed to do so by said Advisor on such terms and conditions as the Advisor may designate. The Trustee shall be under no liability for any loss arising from action taken or omitted to be taken by the Trustee at the direction of the Advisor. With regard to any contact or inquiry with regard to said property made to the Trustee by any person or entity, the Trustee shall refer all such matters to the Advisor for handling.

12.03.2 Notwithstanding any other provision of this trust, after the death of Grantor, any shares of stock or security interest held by the Trustee in any closely held corporation, shall be voted by the Trustee only if and as directed in writing by the Advisor. In addition, all business decisions relating to the assets and operation of any sole proprietorship run by the Grantor prior to his death shall be made by the Advisor. Notwithstanding any other provision hereof, after the death of Grantor, the Trustee will not dispose of by sale, liquidation or otherwise, nor shall the Trustee assign or encumber any such shares of stock or security interest of any closely held corporation, or sell or liquidate any of the assets used by any sole proprietorship run by the Grantor prior to his death, without the prior written consent of the Advisor. Any such sale, liquidation, transfer, assignment or encumbrance of any such shares shall be made by the Trustee if directed to do so by the Advisor on such terms and conditions as the Advisor may designate. The Trustee shall be under no liability for any loss arising from action taken or omitted to be taken by the Trustee at the direction of the

Advisor. The Trustee shall inform the Advisor fully of all details of the business of any closely held corporation and/or sole proprietorships known by the Trustee during the time the Trustee holds such stock or assets in order to enable Advisor to direct the voting of the Trustee in an informed and intelligent manner. With regard to any contact or inquiries with regard to any closely held corporation or sole proprietorships made to the Trustee by any person or entity, the Trustee shall refer all such matters to the Advisor for handling.

12.03.3 Nothing in this trust agreement shall be interpreted to prevent Advisor from directing the Trustee to vote to elect Advisor as a member of the Board of Directors of any closely held corporation.

12.03.4 If during the term of this trust, WILLIAM A. BUSEMEYER or GEORGE BUSHELMAN should die or become unable or unwilling to serve as Advisor, then the survivor shall serve as sole Advisor. If both of said individuals should die or become unwilling to serve as Advisor, then paragraphs 12.03, 12.03.1, 12.03.2, 12.03.3, 12.03.4, and 12.03.5 shall be of no effect.

12.03.5 Any Advisor under this instrument shall receive such compensation as the Trustee shall deem reasonable for services rendered hereunder. All decisions made by the Advisor shall be by the unanimous decision of both individuals serving hereunder.

SECTION 13 - DISTRIBUTIONS IN CASH OR IN KIND

13.01 Any distribution of income or principal of the trusts may be made by the Trustee in cash or in kind, according to its absolute discretion.

SECTION 14 - ACCOUNTINGS BY THE TRUSTEE

14.01 The Trustee shall render to the Grantor, and after his

death to the adult beneficiaries from time to time entitled to receive or who in the Trustee's discretion may receive income hereunder, quarter-annual statements setting forth the receipts and disbursements passing through its hands, and shall also furnish such persons, upon request but not more often than annually, a statement setting forth the securities held.

SECTION 15 - RECEIPT OF PROPERTY BY THE TRUSTEE

15.01 The Grantor or any other person may cause other policies of life insurance to be made payable to the Trustee as beneficiary. The Trustee may receive any other property, real or personal, granted, bequeathed, devised, transferred, conveyed, assigned or deposited to and/or with it by the Grantor or by any other person for the purposes of the trusts herein created, which additions, on receipt and acceptance by the Trustee, shall become a part of the trust estates.

SECTION 16 - ALIENATION OF TRUST INTEREST.

16.01 Except with respect to the Qualified Minor's Trust, which is intended to qualify as part of the orphan's exclusion, no income or corpus of any trust estates shall be subject in any manner to anticipation, sale, transfer, assignment, pledge, encumbrance, charge or alienation. If the Trustee determines that any beneficiary of any trust estate, other than the Qualified Minor's Trust, has become insolvent or bankrupt or has attempted to anticipate, sell, transfer, assign, pledge, encumber, charge or otherwise in any manner alienate any benefit or other amount payable to him or her, or that there is any danger of any levy or attachment or other court process or encumbrance on the part of any creditor of such beneficiary against any income or corpus payable to such beneficiary under his or her trust estate, the Trustee may, at any time, in its absolute discretion, withhold any or all income or principal payable to

such beneficiary and apply the same for the comfortable support, maintenance, medical care, welfare and education of any such beneficiary, or to or for the benefit of his or her spouse, children or other dependents, or any of them, in such manner and in such proportion as the Trustee may deem proper.

SECTION 17 - INTERPRETATIONS OF TRUST AGREEMENT

17.01 The interpretations placed upon this instrument by the Trustee in good faith or upon advice of reputable counsel of its own choosing, who may or may not be counsel for any person interested under this agreement, shall be binding upon all persons whomsoever.

SECTION 18 - SITUS

18.01 The trusts created herein shall be deemed Ohio trusts and shall in all respects be governed by the laws of the State of Ohio.

SECTION 19 - APPOINTMENT OF SUCCESSOR TRUSTEE

19.01 At the time of the death of the Grantor, the individual Trustee, or his successor, shall designate and appoint THE FIRST NATIONAL BANK OF CINCINNATI, Ohio, as Trustee hereunder pursuant to the terms and conditions of this agreement. If THE FIRST NATIONAL BANK OF CINCINNATI refuses or fails to accept such appointment, the individual Trustee shall designate and appoint another banking institution or trust company having a combined capital and surplus of not less than Five Million (\$5,000,000.00) Dollars as corporate Trustee hereunder.

SECTION 20- RESIGNATION OF TRUSTEE

20.01 The individual Trustee shall have the right at any time to resign as Trustee on mailing written notice of his intention to resign to the Grantor, if living, or after Grantor's death to the adult beneficiary or beneficiaries then entitled to receive or who, in the Trustee's discretion, may then receive income hereunder, fifteen (15) days before

resignation, to his or her last known address.

20.02 The corporate Trustee shall have the right at any time to resign as Trustee on mailing written notice of its intention to resign to the Grantor, if living, or, after his death to the adult beneficiary or beneficiaries then entitled to receive or who in the Trustee's discretion may then receive income hereunder, fifteen (15) days before resignation, to his or their last known addresses. In case of such resignation the Grantor, during his lifetime, shall have the right to appoint a successor trustee by writing delivered to the Trustee. In case of such resignation after the death of Grantor, the beneficiary or a majority of the beneficiaries entitled to notice after his death may appoint a bank or trust company having a combined capital and surplus of not less than Five Million (\$5,000,000.00) Dollars, wherever situate, as Trustee hereunder. If no successor trustee is so designated within fifteen (15) days after written notice of intention to resign as aforesaid has been sent, or if there be no adult beneficiary entitled to notice as aforesaid, then without notice or other formality the Trustee may appoint a successor trustee who may be willing to accept this trust and who has the qualifications set forth in the immediately preceding sentence.

20.03 Upon the appointment of a successor trustee and the assignment, transfer and conveyance of the trust estate to such successor trustee, and obtaining receipt therefor, the Trustee shall be released and discharged from any and all claims and demands and duties and obligations arising out of this trust agreement and its management of the trust estates hereunder, excepting only claims based upon the Trustee's dereliction of duty. The successor trustee shall have all of the rights, duties, powers, discretions and immunities of the original

Trustee, including the right to appoint a successor trustee.

20.04 At any time after the death of Grantor, a majority of the adult beneficiaries as defined in 20.02 shall have the right to remove THE FIRST NATIONAL BANK or any successor as Trustee and designate another banking institution or trust company having a combined capital and surplus of not less than Five Million (\$5,000,000.00) Dollars as Trustee.

SECTION 21 - DISTRIBUTIONS FROM QUALIFIED PLANS

21.01 In the event that the Trustee shall be designated by Grantor the beneficiary of the death benefit under any qualified employee benefit plan (whether a corporate plan, H.R. 10 Plan, or Individual Retirement Account of any type) in which Grantor is a participant and under which the Trustee may elect the mode of payment, the Trustee shall proceed in the following manner:

21.01.1 The Trustee shall, subject to the provisions of paragraph 21.01.2, elect a mode of payment that will qualify the value of the death benefit for exclusion from Grantor's gross estate for federal estate tax purposes. If more than one such mode of payment is available to the Trustee, the Trustee shall elect that mode which, in its sole discretion, appears to it to be most advantageous to this trust and/or its then current income beneficiaries, in terms of income tax (federal, state and local) considerations and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election.

21.01.2 Notwithstanding the provisions of paragraph 21.01.1, the Trustee may elect a mode of distribution, which will subject the value of the death benefit to inclusion in Grantor's gross estate, if the

Trustee shall determine in its sole discretion that such election appears to it to be the most advantageous option available to it under the plan to this trust and/or its then current income beneficiaries, in terms of income and/or estate and/or inheritance tax (federal, state and local) considerations and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election.

21.01.3 Any election of a mode of payment made by the Trustee in good faith in the exercise of the discretionary power conferred upon it by Grantor in paragraphs 21.01.1 and 21.01.2 shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person whomsoever by reason of its exercise of such discretionary power.

21.02 Notwithstanding anything to the contrary in this trust agreement, if the Trustee receives any property from any qualified pension, profit sharing, stock bonus or Keogh plan trust, or Individual Retirement Account, or similar trust or plan, or under any annuity or other contract purchased by any such plan or trust, irrespective of whether Grantor or the Trustee elected the mode of payment thereunder, or any other property of whatever kind, which is excludable from Grantor's gross estate in determining the federal estate tax payable by Grantor's executor or administrator (pursuant to Section 2039 of the Internal Revenue Code or any successor or other section of similar import or for any other reason pursuant to such Code, any such property being herein called "excludable property"), the Trustee shall not use any such excludable property for the purposes of paragraph 7.02.1 of this trust

agreement, nor shall the Trustee use any portion of such excludable property in any other manner for the benefit of Grantor's estate. Such excludable property shall be added to the principal of Trust B (unless otherwise allocated by the terms of the dispositive instrument) after deducting the expenses, including taxes, if any, incurred in connection with the receipt thereof, which expenses may be paid out of such excludable property.

SECTION 22 - COMPENSATION OF TRUSTEE

22.01 The individual Trustee shall receive reasonable compensation for services performed hereunder. The corporate Trustee shall receive such compensation for its services as is provided for in its schedule of fees from time to time in effect. Such compensation, other than the compensation on ultimate distribution which shall be charged against principal, shall be charged against income, unless the Grantor during his lifetime otherwise directs.

SECTION 23 - GOVERNMENT BONDS

23.01 Notwithstanding the provision of paragraph 7.02.1, if the Trustee shall have possession of any United States Government bonds eligible for redemption at par with accrued interest in payment of Federal estate taxes, the Trustee shall deliver any such bonds in accordance with the directions of the executor or administrator of Grantor's estate, either to such executor or administrator or directly in payment of the Federal estate tax liability of Grantor's estate. It is Grantor's intention that only after all such bonds as may be required by such executor or administrator shall have been used for payment of such liability, that other assets of the trust be used for this purpose.

SECTION 24 - PRONOUNS AND OTHER SIMILAR WORDS

24.01 Pronouns and other similar words used herein in the masculine gender shall be read as used in the feminine gender, and vice versa, where appropriate, and the singular form of words shall be read as plural, and vice versa, where appropriate. Pronouns or other similar words used herein in the neuter gender shall be read in the masculine or feminine gender, and vice versa, where appropriate.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and the Trustee has hereunto set his hand as of the day and year above written.

WITNESS:

John F. Bushelman
James H. Smith

John F. Bushelman
JOHN F. BUSHELMAN - GRANTOR
William A. Busemeyer
WILLIAM A. BUSEMEYER - TRUSTEE

STATE OF OHIO

SS:

COUNTY OF HAMILTON

BE IT REMEMBERED, that on this 6th day of May, 1981, before me, the subscriber, a Notary Public in and for said County and State, personally came JOHN F. BUSHELMAN, GRANTOR, in the foregoing Trust Agreement and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

James H. Smith
JAMES H. SMITH, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires on the
Date: _____
NOTARY PUBLIC

STATE OF OHIO

SS:

COUNTY OF HAMILTON

BE IT REMEMBERED, that on this 6th day of May,
1981, before me, the subscriber, a Notary Public in and for said County
and State, personally came WILLIAM A. BUSEMEYER, TRUSTEE, in the foregoing
Trust Agreement and acknowledged the signing thereof to be his voluntary
act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed my notarial seal on the day and year last aforesaid.

James H. Smith
NOTARY PUBLIC

JAMES H. SMITH, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
Date ~~6/1/81~~ 147.03 O.R.C.

SCHEDULE "A"

Ten Dollars (\$10.00) Cash



FIRST AMENDMENT TO THE Robert Hines

G. ROBERT HINES

JOHN F. BUSHELMAN TRUST

AGREEMENT DATED MAY 6, 1981

This Amendment is made and entered
into this 2nd day of April 1995 by
John F. Bushelman hereinafter
referred to as "Grantor" and Tracy
Ann Engel, as substitute trustee.

WITNESSETH

Whereas by Paragraph 2.01.1 Grantor
reserved the right to modify his
May 6, 1981 Trust Agreement between
himself and William A. Busemeyer,
the original Trustee;

Whereas Grantor desires to substitute
Tracy Ann Engel as Trustee for all
purposes set forth in the original
Trust Agreement and to relieve
William A. Busemeyer from any
further duty regarding such Trust and
to replace StarBank N.A., Cincinnati
from its' appointment as Successor
Trustee and Alternate Trustee and to

replace William A. Busemeyer as
an "Advisor" as originally named in
The Trust Agreement.

Now, therefore, the May 6, 1981 Trust
Agreement is hereby amended and
modified as follows:

1. Tracy Ann Engel is hereby
substituted for William A.
Busemeyer as Trustee and she
shall and by this Amendment
hereby replace him for all
purposes set forth in the original
Trust Agreement.

2. Paragraph 19.01 is hereby modified
to delete ^{and} ~~the~~ removal requirement
that Tracy Ann Engel, as Trustee,
resign upon the death of Grantor
and that she appoint Star Bank
N.A., Cincinnati, as Successor Trustee.
By this amendment Tracy Ann
Engel shall be directed to
continue to act as my Trustee

after my death and until her death, resignation, or removal for cause.

3. Janice Marie Bushelman shall be and hereby is substituted for Star Bank N.A., Cincinnati to serve as my Successor Trustee upon the death, resignation or removal of my Trustee, to serve with the same powers and authority set forth in my original Trust Agreement.

4. Tracey Ann Engel is hereby substituted for William A. Busemeyer as one of my Trust Advisors under paragraph 12.03, with the same powers and authority set forth in paragraphs 12.03.01 thru 12.03.5.

5. Grantor has no living children under the age of 21 years and, therefore, Grantor deletes any provision referring to the funding of a Qualified Minor's Trust and directs that Grantor's entire trust estate be

administered as the Trust B
under Paragraphs 7.02.1, et seq.,
upon Grantor's death.

Except as modified above, all of the
other provisions contained in the
May 6, 1981 Trust Agreement are
hereby ratified.

Janet M. Bushel John F. Bushelman
Witness as to both John F. Bushelman -
Grantor

Peggy Ruth Tracy Ann Engel
Witness as to both Tracy Ann Engel, Trustee

THIS IS A TRUE AND
EXACT COPY OF THE
ORIGINAL ~~RECORDED~~
DOCUMENT.

G. Robert Hines
G. ROBERT HINES

TRUST AGREEMENT

THIS AGREEMENT is made this 4th day of April, 1995, by and between JOHN F. BUSHELMAN, herein called "Grantor" (whose spouse's name is JULIE H. BUSHELMAN, hereinafter called "Spouse"), and TRACY ANN ENGEL, hereinafter called "Trustee."

WITNESSETH:

Grantor transfers and delivers \$10.00 to Trustee.

TO HAVE AND TO HOLD said cash and such other property as may be added hereto in accordance with the terms of this agreement unto Trustee and its successors, IN TRUST, HOWEVER, for the following uses and purposes, subject to all of the terms and conditions hereof, to-wit:

1. (a) This trust has been accepted by Trustee for administration within the State of Ohio and shall be deemed to be an Ohio trust and shall in all respects be governed by the laws of the State of Ohio and all questions pertaining to the trust, its validity, administration and construction shall be determined by an Ohio forum and in accordance with the laws of the State of Ohio.

(b) Grantor, Grantor's attorney-in-fact or any other person, firm or corporation may add property to the trust estate provided that it is of the character normally acceptable by trustees generally, whether such property is conveyed, delivered, devised or bequeathed to Trustee.

2. (a) Grantor may at any time or times modify, alter or revoke this agreement in whole or in part and may withdraw assets by instrument or instruments in writing delivered to Trustee, provided, however, that the duties, powers and liabilities of Trustee shall not be substantially changed or increased without its written consent.

(b) Notwithstanding any other provisions of this Agreement, if Trustee receives any property under the Last Will and Testament of Spouse or otherwise by reason of Spouse's death, Grantor shall not have the powers reserved under Paragraph 2(a) hereof with respect to such property, nor shall any such property be used for the purposes set forth in Paragraph 4(a) hereof.

3. In the event any income producing assets are held by Trustee, Trustee shall pay the net income to Grantor at least quarter-annually for Grantor's lifetime, or such income may be deposited to Grantor's account or otherwise paid as Grantor may direct. If Grantor in the sole judgment of Trustee is mentally or physically incapacitated for any reason, Trustee is authorized to pay such amounts of income and principal as Trustee deems ad-

visible for the comfortable support, maintenance, medical care and education of Grantor and those dependent on Grantor for support, adding to principal any income not so expended. The determination by Trustee as to the necessity or propriety of any such payments and as to the amounts to be so expended shall be final, binding and conclusive upon all persons whomsoever.

4. Upon Grantor's death, the trust estate, including all undistributed income and income accrued to Grantor's death, and all other property which becomes part of the trust estate shall be held and distributed as herein provided.

(a) Upon request in writing by the Executor or Administrator of Grantor's estate, Trustee shall pay to such Executor or Administrator such amounts so requested of the following: estate, inheritance or similar taxes due by reason of Grantor's death; Grantor's debts, expenses of Grantor's last illness, funeral and burial expenses; expenses of administering Grantor's estate; and bequests under Grantor's will. If no Executor or Administrator is acting, Trustee may pay directly any such amounts. Assets which are excludable from Grantor's gross estate for Federal estate tax purposes shall not be used for such purposes.

(b) If Spouse survives Grantor, the Trust Estate, hereinafter sometimes referred to as Fund B (there being no Fund A) shall be held and administered during the lifetime of Grantor's Spouse and administered in accordance with Paragraph 5(a).

(c) For purposes of this Agreement, Spouse shall be deemed to have survived Grantor, any presumption of law notwithstanding, if Spouse survives Grantor for any period of time, or if there is no evidence as to the order of their deaths.

5. (a) During my Spouse's lifetime, the Trustee may pay any part or all of the net income of the Trust Estate to or for the benefit of any one or more of a group composed of Grantor's Spouse, Grantor's children and the issue of any deceased child of Grantor, in such proportions and amounts and at such times as shall be determined, in the Trustee's sole, unfettered discretion. Any undistributed income shall be accumulated and added to the principal. The Trustee may also pay so much of the principal of the Trust Estate to or for the benefit of any one or more of a group composed of Grantor's Spouse, Grantor's children and the issue of any deceased child of Grantor, in such proportions and amounts and at such times as shall be deemed necessary, in the Trustee's sole, unfettered discretion, to provide for their respective support, maintenance, medical care and education. In making any distribution decision, the Trustee shall take into consideration the other resources available to any such beneficiary and whether such beneficiary holds any liquid asset, but the extent to which such other

resources must first be used shall be determined by the Trustee in the Trustee's sole, unfettered discretion. However, for so long as my Spouse may live, in no event may the Trustee distribute an amount in excess of the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of the Trust Estate valued as of the date of the proposed distribution of principal to any single beneficiary, less the value of any previous distributions of principal previously made to that beneficiary that year. The right of the Trustee to make any such distribution of principal to any one beneficiary up to the aforesaid maximum amount shall be non-cumulative and shall lapse at the end of each calendar year to the extent not distributed. Moreover, the Trustee shall make no distribution of income or principal to herself as a beneficiary in an amount greater than the amount of any similar distribution of income or principal to Grantor's other children. These restrictions shall terminate upon the death of Grantor's Spouse.

(b) After the death of the survivor of Grantor and Spouse, the Trust Estate, hereinafter sometimes referred to as "Fund B" (there not being a "Fund A" in this Trust Agreement), including any and all undistributed income and income accrued to such time, shall be divided into that number of shares as equal (i) the number of Grantor's children then living plus (ii) the number of Grantor's children who are then deceased leaving issue then living.

(1) The share for a living child of Grantor shall be held in a separate trust and the net income therefrom paid to such child at least quarter-annually for her lifetime. Notwithstanding anything herein contained to the contrary, at or after the division of the Trust Estate into shares, each child of Grantor, at or after his attainment of the ages hereinafter specified, shall have the right at any time or times by written request to withdraw in one or more sums an amount not to exceed in the aggregate, when added to amounts, if any, previously withdrawn by him, the following percentages of the sum of (i) the principal of the share then held hereunder for his benefit valued for this purpose at the time of each such withdrawal plus (ii) amounts, if any, previously withdrawn by him:

- (aa) 25% - age 36
- (bb) 50% - age 40
- (cc) 75% - age 45
- (dd) 100% - age 50

At the time each child reaches the age of fifty (50) years, Trustee shall pay over and distribute the principal and all accrued and accumulated income of such share to such child and that child's trust shall end.

In addition, Trustee shall, if it deems the income to be insufficient for the support, maintenance, medical care and education of any beneficiary for whom Trustee is then holding a share, pay to such beneficiary so much of the principal of his respective share as Trustee deems advisable for such purposes. Trustee also is authorized to turn over to any beneficiary such part of the principal of such beneficiary's share as Trustee deems advisable to enable such beneficiary to marry, purchase a home, enter into a trade or business, or for any similar purpose in and to the extent that Trustee may, in its sole discretion, deem such distribution to be in the best interests of such beneficiary. The determination of Trustee as to the advisability of such distributions shall be final, binding and conclusive upon all persons whomsoever. My living children as of the date hereof are Peggie Ann Ruth, born April 5, 1953, Patricia Mary Ertel, born May 11, 1954, John Terrance Bushelman, born April 28, 1955, Janice Marie Bushelman, born May 3, 1957, and Tracy Ann Engel, born June 29, 1961.

(2) Upon the death of such child prior to the complete withdrawal of her share, Trustee shall pay over and distribute the principal and all accrued and accumulated but undistributed income of such child's share to such persons or entities, outright or in further trust, and in such manner as such child shall appoint by will admitted to probate specifically referring to this power of appointment, except that such child may exercise this power of appointment only to the extent that such child had the right to withdraw principal during his lifetime. Any portion not appointed shall be distributed to such child's issue, per stirpes, subject, however, to the provisions of Paragraph 5(c), or if there be no such issue, then to Grantor's issue, per stirpes, or if there be no issue of such child of Grantor, then as provided in Paragraph 5(d); provided, however, that the share thereof, if any, passing to any of Grantor's issue for whom Trustee is then holding a share of the Trust Estate hereunder, shall be added to his existing share of the Trust Estate and administered upon the terms thereof.

(3) Each share so divided for the then living issue collectively of a deceased child of Grantor shall be paid over to such issue, per stirpes, subject, however, to the provisions of Paragraph 5(c).

(c) With respect to any share vesting in and payable pursuant to the foregoing provisions to any living issue of any deceased child, Trustee shall divide such separate trusts into that number of shares as equals the number of living issue of such deceased child of Grantor on a stirpital basis.

(1) The share for a living child of Grantor's deceased child shall be held in a separate trust and the net income therefrom accumulated without further distribution until this trust is terminated.

(2) At such time as I have no living child under the age of fifty (50) years and at the termination of the last separate trust for a living child of mine in accordance with Paragraph 5(b)(1) above, then Trustee shall pay over and distribute the principal and all accrued and accumulated income of such share to each such beneficiary and this trust shall end.

(3) Notwithstanding the foregoing, Trustee may, if she deems the beneficiary's self-generated income to be insufficient for the comfortable support, maintenance, medical care and education of any beneficiary for whom Trustee is then holding a share, pay to such beneficiary so much of the principal of his respective share as Trustee deems advisable for such purposes. Trustee also is authorized to turn over to any beneficiary such part of the principal of such beneficiary's share as Trustee deems advisable to enable such beneficiary to marry, purchase a home, enter into a trade or business, or for any similar purpose in and to the extent that Trustee may, in its sole discretion, deem such distribution to be in the best interests of such beneficiary. The determination of Trustee as to the advisability of such distributions shall be final, binding and conclusive upon all persons whomsoever.

(4) If any beneficiary who owns a beneficial share in a trust under the provisions of Paragraph 5(c) dies with issue surviving, then such issue shall take the share of the deceased parent on a per stirpital basis, subject to the provisions of Paragraph 5(c). If, however, any beneficiary who owns a beneficial share in such trust dies without issue surviving, then such share shall be distributed to the brothers and sisters of such beneficiary, subject to the provisions of Paragraph 5(c). If such deceased beneficiary dies without any brothers or sisters surviving, then such share shall be distributed as provided in Paragraph 5(d).

(d) If at the death of the survivor of Grantor and Spouse, or at any time thereafter prior to the division of the Trust Estate into shares as provided in Paragraph 5(b), or pursuant to the provisions of Paragraph 5(b)(2) hereof, no child or issue of a deceased child of Grantor shall be living, Trustee shall thereupon distribute the Trust Estate to those persons who would take Grantor's personal property under the Ohio Statutes of Descent and Distribution then in force and effect, as though Grantor had then died, unmarried, intestate, a resident of the State of Ohio and the owner of the Trust Estate.

6. Notwithstanding anything to the contrary herein contained, if any share of the Trust Estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last to die of Grantor, Spouse and Grantor's issue living at the time Grantor's reserved power to revoke or terminate this trust expires, either by reason of Grantor's death or by release of this power or otherwise, then on the day before the end of such period

such share shall, nevertheless, vest in the person or persons then entitled to receive the income therefrom, and the principal and all accrued and accumulated but undistributed income of such share shall be paid over and distributed to such person or persons in the proportions that such person or persons are then entitled to receive income.

7. Whenever the word "child" or "children" is used herein, it shall include lawfully adopted child or children of Grantor, and wherever the word "issue" is used it shall be construed as meaning lineal descendants and also as including persons adopted as well as those of the blood.

8. When any payments of income or principal of the Trust Estate become payable or may be paid to any beneficiary who is at such time a minor or who in the sole judgment of Trustee is mentally or physically incapacitated for any reason, then such payments may be made by Trustee to such beneficiary or for such beneficiary's support, maintenance, medical care and education, or to the guardian or custodian, or to a parent of such beneficiary, in the sole and continuing discretion of Trustee, and the receipt of any person to whom payment is so made shall be a sufficient receipt and acquittance to Trustee.

9. Trustee shall have all the powers and authorities which are now or may hereafter be conferred by law upon Trustees and, in addition, Trustee shall, subject to the limitations of Paragraph 15 hereof, in the administration of the trust have full power and authority:

(a) To hold, manage, maintain, improve, preserve and control all of the property in the trust estate, to collect and receive all dividends, interest, rent and other income thereof and to pay all taxes, expenses, costs, charges, claims, demands and liabilities imposed upon, incurred or arising in connection with the trust estate or the property therein and the administration and management thereof.

(b) To purchase, invest and reinvest the trust funds in, and to sell, change and exchange any property (including by way of example only stock of Trustee, its parent or affiliates, or any successor corporate Trustee hereunder), as it may deem advisable, including participation in any Common Trust funds established and maintained by Trustee for the collective investment of fiduciary funds, all without reference to the laws of any state, court order, or the rules of any court governing the investments of trustees; except, however, that any investment or reinvestments in stock of Trustee, its parent or affiliates, or any successor Trustee hereunder shall be made only upon the direction of Grantor during Grantor's lifetime, or, after Grantor's death or during any period when Grantor may be unable to act for any reason, upon the written

direction of Spouse, or if neither Grantor nor Spouse is able to act for any reason, then by the written direction of a majority of the adult beneficiaries then entitled to receive or who in Trustee's discretion may then receive income hereunder, or as otherwise permitted by law. Any sale or other disposition of any property may be for cash or upon such terms of credit or otherwise as Trustee may deem advisable. No purchaser or purchasers of property from the Trustee shall have any duty to see to the application of the purchase money.

(c) To hold and retain any of the property coming into its hands hereunder (including by way of example only shares of stock of Trustee, its parent or affiliates, or any successor corporate Trustee hereunder) in the same form of investment as that in which it shall have been received without liability for loss or depreciation resulting from such retention, although it may not be of the character of investment permitted by law to trustees and although it represents a large percentage of the total property of the trust estate.

(d) To borrow such amounts of money from its own Banking Department or from any other person or entity upon such terms and conditions as it may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give plain or collateral notes therefor with or without power of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the property in the trust estate. No lender need inquire into the necessity for or the propriety of such loan or loans nor see to the application of the money loaned.

(e) To take, hold, or transfer any of the securities or other property in the trust estate in its name as Trustee, in or to bearer form or in the name of a nominee without disclosing any fiduciary relationship, but such registration shall neither increase nor decrease the liability of Trustee.

(f) To convey, with or without warranty, lease perpetually, or for a term of years, irrespective of the period of the trust, with or without privilege of purchase, transfer or exchange any property held in the trust estate at any time at such prices and upon such terms and conditions and in such manner as it may deem advisable.

(g) To accumulate and retain cash in the Trust Estate and keep the same uninvested for such length of time as it may deem advisable and to invest in and retain non-income producing securities or property and wasting assets in the Trust Estate.

(h) To purchase, upon the request of the Executor or Administrator of Grantor's estate, securities or other property, real or personal, from the Executor or Administrator of Grantor's estate. Trustee shall not be responsible or liable for any loss resulting to the trust estate by reason of such purchase.

(i) To determine in cases of doubt whether money or property coming into its possession shall be treated as principal or income, or apportioned between principal and income, to charge expenses, losses and taxes (either on income or on property) to principal or income, or to apportion between principal and income, as it may deem proper. If securities are taken or purchased for the trust estate at a premium or at a price greater than either par value, Trustee shall not be required to amortize such premiums or to set aside any part of the income as a sinking fund to retire or absorb such premiums and if securities are taken or purchased for the trust estate at a discount, or at a price less than their par value, Trustee shall not be required to treat or accrue as income any part of such discount.

(j) To exercise all rights with respect to any stocks, bonds or other securities or property, real or personal, held by it, and all persons, firms and corporations are authorized to deal with the Trustee in connection with said property as if it were the sole owner thereof.

(k) To invest and keep invested all or any part of the property of the separate shares held in the Trust Estate hereunder in one fund, allocating to each such share an undivided interest in the fund in proportion to such share's contribution thereto.

(l) To employ or consult with such agents, advisors and legal counsel, other than its own regular employees, as it may deem advisable in connection with its duties hereunder, and to determine and pay such persons, firms or corporations the reasonable value of their services.

(m) To compromise and adjust any and all claims in favor of or against the trust estate and in case of any litigation in connection with the trust estate, to arbitrate, settle or adjust any matters in controversy.

(n) To give proxies for corporate stocks, bonds or other securities with or without power of substitution, or to vote in person such stocks or securities at corporate meetings, and also to consent to or approve such corporate changes as shall to it seem advisable; and to exercise or sell any options, rights or privileges with respect to any stocks, bonds or other securities held in the trust estate; provided, however, that shares of stock issued by Trustee, its parent or affiliates, or any successor corporate

Trustee hereunder and held hereunder shall be voted by Trustee with respect to the election of the directors of such companies, or proxies given to others for such purposes, only if and as directed in writing by Grantor during Grantor's lifetime, or, after Grantor's death or during any period when Grantor may be unable to act for any reason, upon the written direction of Spouse, or, if neither Grantor nor Spouse is able to act for any reason, then by the written direction of a majority of the adult beneficiaries then entitled to receive or who in Trustee's discretion may then receive income hereunder, or as otherwise permitted by law.

(o) To carry on and conduct any business interest held in trust, whether partnership or proprietorship, with complete discretion to take any action with respect to the management or affairs of such business and to participate in any incorporation, reorganization or liquidation thereof and to invest additional capital in and lend money or credit with or without security to such business. Trustee may rely upon the reports of accountants as to the operation and financial condition of any such business, corporation or otherwise, without individual investigation.

(p) To sell or issue call options against any security or asset now or hereafter held in the trust estate, including without limitation the sale or issuance of any option which is traded on the Chicago Board Options Exchange, the American Exchange or any other Exchange; to take any and all action as may be, in Trustee's opinion, necessary or advisable in connection with the sale or issuance of such options, including the execution and delivery of escrow receipts; and to purchase any call option, including the repurchase of any call option which Trustee may have sold, even if at a loss.

(q) To make, execute and deliver all contracts, deeds, assignments, powers and other instruments, and to do, in general, any and all things for the preservation and management of the trust estate.

10. Trustee is authorized to distribute trust assets, including income, in cash or in kind, or partly in each. When Trustee is required to make a division of trust assets and to distribute such assets either in separate trusts created hereunder, to beneficiaries outright, or to any combination of trusts and beneficiaries, Trustee is authorized to make any such division and distribution in such manner as Trustee shall determine. If Trustee determines not to divide real property, Trustee may convey undivided interests therein. Trustee need not divide each trust asset proportionately among the trusts and beneficiaries entitled to distribution. Trustee may select specific assets for allocation to one trust or beneficiary to the exclusion of the others so long as each trust and beneficiary receives the share to which he, she or

It is entitled of the fair market value of the trust assets which are the subject of such division and distribution. If it is necessary for Trustee to value trust assets for the purposes of division and distribution, each such asset shall be valued at what Trustee determines to be its fair market value on the date of distribution.

11. Trustee shall render to Grantor, and after Grantor's death to the adult beneficiaries from time to time entitled to receive or who in Trustee's discretion may receive income hereunder, quarter-annual statements setting forth the receipts and disbursements passing through its hands, and an annual statement setting forth the securities held.

12. No income or corpus of the Trust Estate shall be subject to any manner to anticipation, sale, transfer, assignment, pledge, encumbrance, charge or alienation. If Trustee determines that any beneficiary of the Trust Estate of this trust has become insolvent or bankrupt or has attempted to anticipate, sell, transfer, assign, pledge, encumber, charge or otherwise in any manner alienate any benefit or other amounts payable to him under the Trust Estate, or that there is any danger of any levy or attachment or other court process or encumbrances on the part of any creditor of such beneficiary against any income or corpus payable to such beneficiary under the Trust Estate, Trustee may, at any time, withhold any or all income or principal payable to such beneficiary under the Trust Estate and apply the same for the support, maintenance, medical care and education of any such beneficiary, or to or for the benefit of his spouse, children or other dependents, or any of them, in such manner and in such proportion as Trustee may deem proper.

13. The interpretations placed upon this instrument by Trustee in good faith or upon advice of reputable counsel of its own choosing, who may or may not be counsel for any person interested under this agreement, shall be binding upon all persons whomsoever.

14. Grantor reserves the right to replace the Trustee herein appointed at anytime during Grantor's lifetime without cause or reason.

Trustee shall have the right to resign as Trustee on mailing written notice of its intention to resign to Grantor, if living, or, after Grantor's death to the adult beneficiary or beneficiaries then entitled to receive or who in Trustee's discretion may then receive income hereunder, fifteen (15) days before resignation, to Grantor's or their last known addresses. In such event, I name JANICE MARIE BUSHELMAN as First Alternate Trustee. In case of her resignation, Grantor, during Grantor's lifetime, and the beneficiary or a majority of the adult beneficiaries entitled to notice

after Grantor's death, as the case may be, shall have the right to appoint a successor trustee by writing delivered to the Trustee. If no successor trustee is so designated within fifteen (15) days after written notice of intention to resign has been sent, or if there be no adult beneficiary entitled to notice, then without notice or other formality Trustee may appoint a successor Trustee who may be willing to accept this trust. The successor Trustee shall always be a bank or trust company having a capital and surplus of at least Five Million Dollars (\$5,000,000.00) according to the last statement published by it prior to its appointment.

Upon the appointment of a successor trustee and the assignment, transfer and conveyance of the trust estate to such successor trustee, and obtaining receipt therefor, Trustee shall be released and discharged from any and all claims and demands and duties and obligations arising out of this trust agreement and its management of the trust estate hereunder, excepting only claims based upon Trustee's dereliction of duty. The successor trustee shall have all of the rights, duties, powers, discretions and immunities of the original trustee, including the right to appoint a successor trustee. No successor trustee shall be obligated to investigate the acts of the prior trustee, except upon written request of any beneficiary who shall pay the costs thereof.

15. The administrative and discretionary powers granted to Trustee under the provisions of this agreement shall be exercised by her in such manner as not to diminish in any manner the beneficial enjoyment of Spouse in the property held in trust when needed for her support, maintenance and medical care, and in the exercise of its powers and duties hereunder Trustee shall use the same judgment and care that a prudent individual would use if he were the owner of such trust assets, and to the extent that the exercise by Trustee of any of the powers herein conferred upon her would disqualify the Trust Estate for the Federal estate tax marital deduction, then and to such extent, such powers shall be considered as applicable solely to the administration of the Trust Estate only after Spouse's death.

16. Throughout this Agreement words used in the singular or plural shall be read in the plural or singular, and pronouns shall be read in the feminine, masculine or neuter gender, as the facts or context may require to accomplish the purpose intended.

17. The disclaimer by any beneficiary of part or all of such beneficiary's interest in any of the trust funds or shares created hereunder shall accelerate the interests of the remaindermen in the interest of the trust disclaimed, in the same manner as would beneficiary's death, and all of the provisions of this trust shall be construed thereafter on that basis, but only as to the interest so disclaimed.

18. Trustee may terminate any trust or share it determines is uneconomical or otherwise impractical to administer and the assets of a trust so terminated shall be distributed to the current income beneficiary(s) in the same proportion(s) as such beneficiary(s) is entitled to receive income. If the income of such trust or share is being distributed and/or accumulated in Trustee's discretion, distribution shall be made to Spouse if Spouse is living and the only beneficiary or one of the beneficiaries. If Spouse is not a beneficiary but the beneficiaries are solely issue of Grantor, then to Grantor's issue, per stirpes; but if the beneficiaries include someone other than Grantor's issue, then to the living beneficiaries in equal shares.

19. In making any distribution pursuant to a power of appointment hereunder, Trustee may rely upon an instrument admitted to probate in any jurisdiction as the last will of the donee, but if it has no written notice of the existence of such a will within a period of three months after donee's death it may presume that donee died intestate and shall be protected in acting in accordance with such presumption, but this protection to Trustee shall not limit or qualify said power of appointment or the right of any person or corporation to pursue the funds affected by the exercise thereof, irrespective of the place of probate or time of discovery of a will.

In making distribution hereunder, Trustee may act on the information and evidence available to it, and any distribution made by it in good faith and on evidence it may obtain from members of Grantor's family or collateral relatives shall be a full discharge and acquittance to Trustee in its performance of this trust agreement, and any person feeling aggrieved by such distribution shall pursue his remedy, if any, against the distributees and not against Trustee.

20. In the event that Trustee shall be designated by Grantor as the beneficiary of the death benefit under any qualified pension, profit sharing, stock bonus or Keogh plan trust, or Individual Retirement Account, or similar trust or plan, in which Grantor is a participant and under which Trustee as beneficiary may elect (with or without the consent of any other person) the mode of payment and method of income taxation (whether or not such election causes inclusion of the value of the death benefit in Grantor's gross estate), Trustee shall elect that mode of payment and method of income taxation that Trustee determines to be the most advantageous option available under the plan to this trust and its beneficiaries, in terms of income and/or estate and/or inheritance tax (federal, state and local) considerations and/or investment return considerations, based on Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time Trustee makes such election.

21. Grantor shall retain the custody and control during Grantor's lifetime of all policies of insurance on Grantor's life in which Trustee is named beneficiary on the death of Grantor. Grantor shall have and may exercise without Trustee's consent all rights of ownership under all such policies of life insurance, including without limitation the right to change the beneficiary or beneficiaries; to borrow in accordance with the provisions thereof and to pledge the same as security for any such loan; and to receive all payments, dividends, surrender values, disability payments, benefits or privileges of any kind which may accrue on account of any of said policies.

Trustee assumes no responsibility in respect to the validity of enforceability of any policy of life insurance or assignment thereof hereafter delivered to it hereunder, and/or made payable to it hereunder, nor in respect to the payment of premiums or other amounts that may be due, or may become due or payable on any of said policies, nor does it assume the responsibility of doing anything else that may be required in order to keep said policies in force.

Trustee shall, after receiving notice of the death of Grantor, prepare, serve and file notices and proofs of deaths, and take such action as in its discretion may be necessary to collect the amounts due from time to time upon all policies of life insurance on Grantor's life in which Trustee is named beneficiary and which are delivered to Trustee after Grantor's death; provided, however, that Trustee shall not be required to institute any proceedings to collect the proceeds of any such policy of life insurance unless it holds funds hereunder sufficient for that purpose, or unless it has been indemnified to its satisfaction for all expenses and liabilities to which it may in its judgment be subjected by such action. It shall have full authority to receive any and all such amounts as may be payable to it and its receipt therefor shall be a full and complete release to the insurer, who shall be under no obligation to see to the application of the insurance money.

In case of any dispute concerning any amount which Trustee shall be entitled to receive under the terms of any such policy of insurance, Trustee is authorized in its absolute and uncontrolled discretion to compromise and effect a settlement with the insurer, and any settlement so effected by Trustee in good faith shall be binding and conclusive upon all persons whomsoever.

22. If any part of the Trust shall at any time hold any securities issued by a corporation, the shareholders of which shall have elected S corporation status under the Code (herein referred to as "S corporation"), or if all of the beneficiaries of the Trust shall advise the Trustee of their request to elect S corporation status under the Code, and if no other provisions for administering such securities shall be contained in any other provisions of this Trust Agreement:

(A) If the Trustee shall determine, in the exercise of the Trustee's independent judgment, that such S corporation status shall be in the best interests of the beneficiaries of the Trust, Grantor hereby directs the Trustee to establish on the books of the Trust separate subtrusts for the shares of such trust as described in the following sentence: The Trustee shall divide the securities issued by an existing or a prospective S corporation into equal shares: one share for Grantor's spouse, if living, and one share for each other living beneficiary of the Trust who shall be an eligible beneficiary of a qualified subchapter S trust, as defined in the Code, and who shall be on the highest generation level with reference to Grantor; and one share for each deceased person on that generation level having issue then living who are eligible beneficiaries of such a trust and who are to be beneficiaries under the Trust. Any share established for issue of a deceased person shall be further divided into separate subshares for that issue, on a per stirpes basis.

(B) It is Grantor's intention that there be separate subtrusts established on the books of the Trustee for the Trust which shall hold S corporation stock, each subtrust having allocated to it a specific number of shares of S corporation stock (as above provided), and each subtrust having only one eligible beneficiary.

(C) Notwithstanding any other provisions in this Trust Agreement to the contrary, unless those provisions are in trust clauses specifically dealing with S corporation stock, the Trustee shall pay the net income of each separate subtrust established under this Article to that single beneficiary for whom it shall have been established, at least annually. The Trustee may also pay so much of the principal of each separate subtrust to or for the benefit of that beneficiary, at such times and in such amounts as shall be deemed necessary, in the Trustee's discretion, to provide for that beneficiary's health, support, maintenance and continued education (including college, graduate and professional school). If any subtrust held under this Article shall terminate during the life of the income beneficiary of such subtrust, the assets of that subtrust shall be distributed to that income beneficiary.

(D) The Trustee shall take such actions and shall make such elections at such times and in such manner as shall be necessary to ensure that each such subtrust will be treated as a qualified subchapter S trust under the Code, and the Trustee shall execute such consents and other documents as shall be necessary to enable that corporation to qualify, or to continue to qualify, as an S corporation. No power given to the Trustee in this Trust Agreement may be exercised if such exercise would disqualify the S corporation election for any securities held hereunder.

(E) Except as specifically provided otherwise in this Article, all other provisions of this Trust Agreement, including those of the Trust to which the S corporation stock was initially allocated, shall apply to all separate subtrusts established under this Article.


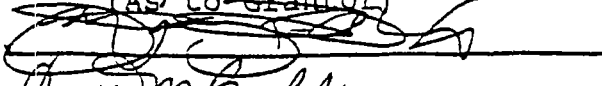

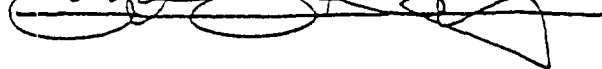
23. Notwithstanding the provisions of Paragraph 4(a) hereof, any United States government bonds eligible for payment of Grantor's Federal estate tax and held by Trustee shall be delivered to the Executor or Administrator of Grantor's estate for payment of Grantor's Federal estate tax, or directly in payment of Grantor's Federal estate tax if no Executor or Administrator is acting, before any other assets of the trust estate are used for this purpose.

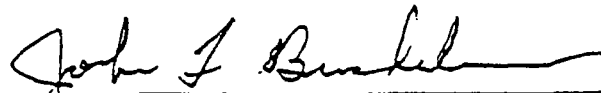
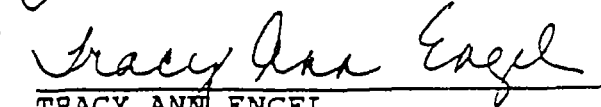
24. For its services hereunder, Trustee shall receive such compensation as is provided for in the schedule of fees from time to time in effect for similar services provided by Fifth Third Bank. Such compensation other than the compensation on ultimate distribution which shall be charged against principal, shall be charged against income unless Grantor directs otherwise.

25. An executed Memorandum of Trust shall be conclusive evidence upon all persons and for all purposes of the facts stated therein regarding the terms and purposes of the Trust and the identity and powers of the Trustee.

IN WITNESS WHEREOF, Grantor has executed this agreement and Trustee has caused this agreement to be executed by its duly authorized officer as of the day and year above written.

WITNESS:


(As to Grantor)


(As to Trustee)



JOHN F. BUSHELMAN

TRACY ANN ENGEL

We certify that the above Agreement was on the date above, signed and declared by John F. Bushelman, as Grantor, as his Trust Agreement in our presence and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing John F. Bushelman to be of sound mind at the time of signing.

John F. Bushelman at Fort Myers, Florida
[Signature] at Fort Myers, Florida
Michael F. Dignam at Fort Myers, Florida

Acknowledgements

State of Florida
County of Lee

I hereby certify that John F. Bushelman the above-named Grantor, is personally known to me or who produced a valid driver's license for the State of _____ and whose number is _____, to be the same person whose name is signed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed the Agreement as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of APRIL, 1995.

Michael F. Dignam
Notary Public, State of Florida
MICHAEL F. DIGNAM
Printed Name of Notary
Serial Number: CC 301052

My Commission expires:



State of Florida
County of Lee

I hereby certify that Tracy Ann Engel the above-named Trustee, is personally known to me or who produced a valid driver's license for the State of OHIO and whose number is AC 334 560, to be the same person whose name is signed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed the Agreement as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4 day of APRIL, 1995.



Notary Public, State of Florida

MICHAEL F. DIGNAM

Printed Name of Notary

Serial Number: CC361052

My Commission expires:

